

SERVICE CONTRACT
NYS Child Welfare Worker Incentive Scholarship Program
(Pursuant to Section 679-h of the New York State Education Law)

A. MY OBLIGATIONS AS A NYS CHILD WELFARE WORKER INCENTIVE SCHOLARSHIP PROGRAM AWARD RECIPIENT

1. I understand and agree that multiple payments may be made to me under this Service Contract and that this Service Contract shall apply to any and all payments of my NYS Child Welfare Worker Incentive Scholarship Program (Program) award.
2. I understand that to receive Program award payments I will be required to complete the Free Application for Federal Student Aid (FAFSA) and NYS Student Aid Payment Application each year unless advised otherwise.
3. I agree to fully comply with all statutes, rules, regulations, and procedures relating to the Program, as they are now in effect and as they may be amended in the future.
4. I understand that to be eligible for an award, I must, among other eligibility requirements, be matriculated in an approved undergraduate or graduate degree, on a full-time or part-time basis, at a college or university located in New York State that will enhance my ability to work as a child welfare worker at a not-for-profit child welfare agency licensed by the NYS Office of Children and Family Services (OCFS) as determined by the NYS Higher Education Services Corporation (HESC). I agree to notify HESC if I take a leave of absence from my undergraduate or graduate studies.
5. I understand that I am not required to continue my current employment at a voluntary not-for-profit child welfare agency in New York State licensed by OCFS for the duration of my undergraduate or graduate studies. However, I agree to notify HESC if I take a leave of absence from, or terminate, my current employment.
6. Upon completion of my degree program, I agree to contact New York State Higher Education Services Corporation, Scholarship Unit at: 99 Washington Ave., Albany, New York, 12255 or by email at scholarships@hesc.ny.gov, or as otherwise directed by HESC, to provide information regarding completion of my degree program and fulfillment of my Service Obligation.
7. **Service Obligation:** I agree to fulfill the required "Service Obligation" by working full time (an average of 35 hours per week) for the duration of five (5) continuous years as a child welfare worker providing direct-care services to children and families at a voluntary not-for-profit child welfare agency in New York State licensed by OCFS starting within one year after receiving my degree. Direct care services mean the provision of program and services to children and families that requires some degree of interaction between the child/family and the child welfare worker. Such direct care services include, but are not limited to, assessments, home visits, or direct implementation of care plans. I further agree to maintain my New York State residency during such period of employment. I understand that under certain circumstances I may be eligible for a deferment of my Service Obligation and must submit a written request for a deferment to HESC for consideration.
8. I agree to cooperate with all requests for documentation substantiating the performance of my Service Obligation and I agree to notify HESC immediately if I am terminated from or leave my current position, or otherwise discontinue employment as a child welfare worker providing direct-care services to children and families at a voluntary not-for-profit child welfare agency in New York State licensed by OCFS.
9. I agree to report to HESC, on forms or in a manner prescribed by HESC, information regarding my academic progress and/or fulfillment of my Service Obligation. These forms will require me to provide personal information which will include, at a minimum, my current or permanent address, email address, telephone number, Social Security Number, and date of birth. I understand disclosure of my Social Security Number is mandatory. I understand that my failure to timely provide any requested information or documentation may result in the delay, suspension, or revocation of my award or of payment(s) on my behalf.
10. I agree to immediately contact HESC if, within a twelve (12) month period of time after completing my degree or from the time I am no longer eligible for an award, I have not received a form or other request from HESC seeking to evaluate the status of my academic progress or performance of my Service Obligation.

11. I will immediately contact HESC to provide current information when there is any change in my name, address, telephone number, email address, employment status, and/or attendance at an institution of postsecondary education at: New York State Higher Education Services Corporation, Scholarship Unit, 99 Washington Avenue, Albany, New York 12255, or by email at scholarships@hesc.ny.gov, or as otherwise directed by HESC.
12. I allow and authorize HESC access to any information available on my credit report in its efforts to enforce the terms of this Service Contract.
13. I understand and agree that I will be placed into repayment pursuant to Part B of this Service Contract if I fail to complete an approved degree program within a reasonable period of time as determined by HESC. I understand that I may request a deferment of my repayment obligation if I am still enrolled in school.
14. I understand and agree that I will be placed into repayment pursuant to Part B of this Service Contract if I fail to fulfill my Service Obligation in accordance with the provisions contained in the applicable statute, regulations, or this Service Contract.
15. I understand and agree that I will be placed into repayment pursuant to Part B of this Service Contract if HESC determines that I am no longer able or willing to perform the terms of this Service Contract as described in this Part.
16. I understand and agree that I will be placed into repayment pursuant to Part B of this Service Contract if I fail to provide any report, documentation, or information to HESC regarding my academic progress and/or fulfillment of my Service Obligation within the time prescribed by HESC.
17. Consent to Disclosure and Communication: I allow and authorize HESC to share my personal and account information, whether received from me or obtained through other parties or sources, with its agents, business partners, contractors, other State and/or federal agencies, colleges, lenders, servicers, employers, and any other institutions or individuals necessary for the purpose of administering the Program, servicing my award, or collecting my award. I consent to HESC, its agents and/or contractors communicating with me in connection with this Program using any phone number, email address, or by any other current or future means of communication, regardless of whether I incur a cost, that I provide to HESC or that HESC obtains from any other source. I consent to the release of my tax information, including personal income tax returns and return information, filed by me or on my behalf with the New York State Department of Taxation and Finance, for any tax year or tax period necessary to verify my eligibility and/or compliance with the requirements of the Program.

B. FAILURE TO COMPLY WITH THE PROVISIONS OF THE NEW YORK STATE CHILD WELFARE WORKER INCENTIVE SCHOLARSHIP PROGRAM (NYS EDUCATION LAW §679-h)

1. **NON-COMPLIANCE:** I understand and agree that if: (a) I fail to complete an approved degree program within a reasonable time as determined by HESC; (b) I fail to begin or complete my Service Obligation as specified in NYS Education Law §679-h, 8 NYCRR 2201.23, and this Service Contract; (c) I fail to respond to requests by HESC for the status of my academic or professional progress; or (d) I otherwise fail to comply with the terms of the Program specified in NYS Education Law §679-h, 8 NYCRR 2201.23, or this Service Contract, the full amount of my Program award, plus interest, will be converted to a ten-year student loan (Loan) on the date I violate the terms of this Service Contract or on the date HESC deems that I was no longer able or willing to perform the terms of this Service Contract as described in Part A. I understand and agree that I must repay such Loan.
2. **LOAN AMOUNT:** I understand and agree that the Loan amount is equal to the sum of all the Program award payments made on my behalf, plus interest on each payment that was disbursed to my college, as provided by NYS Education Law §679-h (7) and 8 NYCRR 2201.23(f).
3. **PROMISSORY NOTE:** I promise to repay the Loan amount described in Part B.2, plus interest on that amount at a fixed rate equal to that set by the U.S. Department of Education for federal undergraduate unsubsidized Stafford loans first disbursed on the date I sign this Service Contract, as provided by NYS Education Law §679-h and 8 NYCRR 2201.23.
4. **INTEREST:** I understand and agree that I will be charged interest on this Loan at a fixed rate equal to that set by the U.S. Department of Education for federal undergraduate unsubsidized Stafford loans first disbursed on the date of my signing of this Service Contract and as stated in Part B.3 above. Interest shall accrue from the date of disbursement of each Program award payment made on my behalf to my college(s). Interest shall be capitalized on the day I violate any term of this Service Contract or on the date HESC deems that I was no longer able or

willing to perform any term of this Service Contract as described in Part A. I understand and agree that interest will continue to accrue, at the rate specified herein, from the date I violate any term of this Service Contract or on the date HESC deems that I was no longer able or willing to perform any term of this Service Contract as described in Part A until the amount I am required to repay is paid in full. Interest on this amount shall be calculated using simple interest.

5. PAYMENT: I understand and agree that HESC, its agents and/or contractors will notify me, at the last known address maintained by HESC, of the date the first payment, and each subsequent monthly payment, thereafter, shall be due together with the amount of such payments. Payment shall be made to New York State Higher Education Services Corporation, 99 Washington Avenue, Albany, New York 12255, Attention: G&S Cashier's Unit, or as otherwise directed by HESC. HESC will apply each payment first to any applicable fees, then to interest, then to principal until the balance I owe is paid in full.
6. DEFAULT: I understand and agree that should I fail to make payments when due, in accordance with the notice sent to me by HESC, its agents and/or contractors under this Service Contract and/or the Promissory Note, the remaining balance shall become immediately due and owing, and the State of New York will actively pursue me to collect the debt. This may include, but not be limited to, referral of my account to the New York State Office of the Attorney General.
7. JURISDICTION: I agree to the exercise of jurisdiction by the New York Supreme Court 3rd District – Albany County and to the enforcement in any jurisdiction of a judgment rendered by a New York State Court.

C. CANCELLATION, WAIVER OR SUSPENSION OF OBLIGATION

1. Upon receipt of acceptable supporting documentation demonstrating extreme hardship, HESC may, in its discretion, postpone the conversion of a Program award to a student loan, temporarily suspend repayment of the amount owed, prorate the amount owed commensurate with service completed, discharge the amount owed, or take such other appropriate action. Documentation demonstrating extreme hardship must be submitted to: New York State Higher Education Services Corporation, Scholarship Unit, 99 Washington Avenue, Albany, New York 12255, or by email at scholarships@hesc.ny.gov, or as otherwise directed by HESC.
2. In the event of the death of a Program award recipient, HESC will cancel any remaining service or repayment obligation. To receive cancellation in the event of my death, an original or a certified copy of the death certificate, or other acceptable documentation, must be mailed to: New York State Higher Education Services Corporation, Scholarship Unit, 99 Washington Avenue, Albany, New York 12255, or by email at scholarships@hesc.ny.gov, or as otherwise directed by HESC.

D. SEVERABILITY

The provisions of this Service Contract shall be construed to be independent and severable and if any provision shall be held invalid or otherwise unenforceable, such will be severed, and the remaining provision(s) of this Service Contract will remain in full force and effect.

E. GOVERNING LAW

The provisions of this Service Contract shall be interpreted under the laws of the State of New York.

F. PRIVACY POLICY NOTICE

1. Protecting the privacy of your personal information is important to HESC. HESC respects your right to privacy and recognizes the obligation to keep information about you secure and confidential in compliance with State and federal laws; therefore, HESC maintains physical, electronic, and procedural safeguards in compliance with federal and State laws and regulations to safeguard your personal information.
2. For purposes of this Service Contract, the term "personal information" shall mean any information concerning you, which, because of name, number, symbol, mark, or other identifier, can be used to identify you.
3. HESC collects personal information in accordance with the provisions of Articles 13 and 14 of the New York State Education Law and applicable regulations. Sources of such information include, but are not limited to, your postsecondary institution(s).
4. HESC does not disclose any personal information about you to anyone except as permitted by law.

5. HESC restricts access to your personal information to those HESC employees, employees of the New York State Office of the Attorney General, your postsecondary institution(s), contractors and agents, and any other entities or individuals who need to know this information for the administration, service and/or collection of your Program award.
6. Your personal information is retained in the system of records maintained by HESC. You may access and review such information by filing a Personal Privacy Protection Law (PPPL) request with HESC's PPPL Compliance Officer at www.hesc.ny.gov/pppl-request, or as otherwise directed by HESC.
7. HESC shall, within 5 business days of the date of the receipt of a proper request to access and review your personal information: (i) provide access to the personal information; (ii) deny access in writing, explaining the reasons therefore; or (iii) acknowledge the receipt of the request in writing, stating the approximate date when the request will be granted or denied, which date shall not be more than 30 days from the date of the acknowledgment.

Please provide the following information:

Name of Recipient: _____

Date of Birth: _____

Name of College: _____

Award Recipient: By my signature below, I (a) agree to the terms of this Service Contract; (b) certify under penalty of perjury that the representations I have made are true; and (c) certify that I have read this Service Contract and that I fully understand my rights and obligations under this Service Contract.

Signature of Award Recipient

Date

If you choose to accept the award, a legal signature is required for this Contract. An electronic signature is available and can be used to satisfy this requirement.

Name of Recipient: _____

Permanent Street Address: _____

City, State, and Zip Code: _____

Date of Birth: _____

Name of College: _____

- I accept this award and will sign the Contract electronically
- I decline this award

I agree, and it is my intent to sign this Contract by typing my name, checking the “I Affirm” box, and by electronically submitting this Contract to HESC. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this Affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming under penalty of perjury that the representations I have made are true and that I have read, understand, and agree to all the terms under this Contract.

Please type your First and Last Name.

E-Signature: _____

I understand that this constitutes a legal signature confirming that I acknowledge and agree to the above terms.

I Affirm:

Date and Time Electronically Signed: _____