

# Repayment Frequently Asked Questions (FAQs)

STATE OF RHODE ISLAND

Federal Loan Repayment Assistance

For Public Defenders and Prosecutors

Under the John R. Justice Prosecutor and Defender Incentive Act

**Designated**

**Agency:**

Rhode Island Public Defender, 160 Pine Street, Providence, RI 02903

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**Contacts:**

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**When does the service obligation begin?**

Ordinarily, the effective date of the beneficiary's obligation to remain employed for three years as a qualifying "prosecutor" or "public defender" begins on the date that the beneficiary first enters into duty (as such qualifying "prosecutor" or "public defender") after executing the service obligation agreement. The effective date of any service agreement subsequently entered into by the beneficiary (pursuant to 42 U.S.C. §3797cc-21(e) ("Additional agreements")) will be the day following the expiration of the prior service obligation. Beneficiaries may not credit any service as a public defender or prosecutor prior to execution of the agreement toward the service obligation.

**I've signed multiple service agreements under my original 3 year service agreement. Do these service agreements add compounded service time?**

To date, JRJ beneficiaries have been subject only to one JRJSLRP Service Agreement, executed at the time that the JRJ beneficiary first entered into the JRJ program. BJA is aware that, in certain cases, some JRJ beneficiaries have been asked to, and have subsequently signed, additional JRJSLRP Service Agreements within the original three-year term of the JRJ beneficiary's obligation of service. Such subsequent "agreements" should not be understood to extend the original term of the service obligation, but rather serve as a reaffirmation and acknowledgement of the original signed agreement and its terms and conditions.

**Is a beneficiary obligated to enter into a new service agreement of 3 years in addition to, and upon completion of, the initial 3-year service commitment if that person is selected again by the JRJ SAA?**

Pursuant to the statute (42 USC 3797cc-21(e)(2)), the period of any new term of service obligation would have to be determined on a case-by-case basis. Beginning in fiscal year 2013, any JRJ beneficiary who enters into a JRJSLRP Service Agreement – Secondary Term of Service (i.e., an additional year or years of service after the original three year term has been satisfied), will agree to extend the beneficiary's term of service obligation by the period of time expressed therein, in exchange for the receipt of additional JRJ benefits.

**Does the service agreement permit the Department of Justice to collect more than the principal amount of the award if the terms of the service agreement are not satisfied?**

In the event of a breach of the service obligation agreement, a principal sum equal to the amount that the beneficiary is required to repay to the Department of Justice “shall be recoverable by the Federal Government” from the beneficiary (or the beneficiary’s estate, if applicable) by such methods as provided by law for the recovery of amounts owed to the Federal Government. The foregoing should not be understood to preclude the Federal Government from recovering any interest that may be owed in the collection of a debt.

**How should a JRJ Recipient in repayment status repay the financial obligation they’ve incurred under the terms of their signed JRJ Student Loan Repayment Program (SLRP) Service Agreement?**

Consistent with the terms of the JRJ SLRP Service Agreement, **JRJ recipients are required to inform their JRJ state administering agency of their separation from a qualified position of employment and the status of their repayment.** A payment in the total amount of the JRJ Student Loan Repayment benefits that have been made on behalf of the JRJ recipient must then be sent to the Office of Justice Programs (OJP) Office of the Chief Financial Officer (OCFO) with a notation of the applicable Grant Number(s) from which the funds were derived, at the following address:

U.S. Department of Justice  
Office of Justice Programs Office of the Chief Financial Officer  
(Attn: Accounting Control Branch)  
810 7th Street, N.W., Washington, DC 20531

**What if a JRJ beneficiary in repayment status is unable to repay the full sum of their received JRJ benefits within a certain timeframe?**

Once a JRJ recipient has been determined to be in a “repayment status,” such information will be communicated to our Office by the SAA. The OJP OCFO may demand repayment within 45 days from their first notice of a recipient having entered “repayment status.” If the debtor is non-compliant in repaying the debt, the OJP OCFO will refer the matter to the United States Treasury Department (with notice to the debtor) and interest and collection fees will be assessed in addition to the principal amount owed.

**Can a JRJ recipient in “repayment status” arrange for a payment plan?**

The Office of Justice Programs (OJP) does not provide payment plans for funds owed to the federal government, though debtors may be able to arrange for a repayment plan through the Treasury Department and does not have the resources or inclination to function and operate as a collection agency.

**How long does a JRJ recipient in “repayment status” have before their indebtedness is referred to the United States Treasury Department for collection?**

Under standard practice, uncollected debt is turned over to Treasury within 60 days after the first notice is sent from OJP’s Office of the Chief Financial Officer.