UNITED STATES DEPARTMENT OF EDUCATION

OFFICE OF POSTSECONDARY EDUCATION

Proposed Regulatory Text for Issue Paper #10: Income-driven Repayment Plans
Session Three: December 6-10, 2021

Note: Regulatory text changes from session 2 are highlighted in yellow. Did not highlight all the minor paragraph restructuring and numbering that has changed in this document (when no substantive edits were necessary).

§ 685.209 Income-driven repayment plans.

(a) ***General***. Income-driven repayment (IDR) plans are repayment plans that are intended to keep payments affordable to borrowers by basing payments on income and family size. There are five IDR plans:

(1) The Income-Contingent Repayment (ICR) Plan;
(2) The Income-Based Repayment (IBR) Plan;
(3) The Pay As You Earn (PAYE) Repayment Plan;
(4) The Revised Pay As You Earn (REPAYE) Repayment Plan; and
(5) The Expanded Income-Contingent Repayment (EICR) Plan.

(b) ***Definitions.*** The following definitions apply to this section:

Discretionary income means the greater of $0 or the difference between the borrower's income as determined under subsection (e) and (l) and, for the ICR plan, 100 percent of the applicable poverty guideline; and for the IBR, PAYE, and REPAYE plans, 150% of the applicable poverty guideline.

Eligible loan means, for purposes of determining partial financial hardship status and for adjusting the monthly payment amount in accordance with paragraph (x) of this section -

Commented [A1]: Negotiators: This section doesn't apply to EICR. It clarifies eligibility for plans that have a partial financial hardship.

(i) Any outstanding loan type listed in paragraph (d) of this section; and

(ii) Any outstanding loan made to a borrower under the FFEL Program, except for a PLUS or Federal Direct PLUS Loan made to a parent borrower, or a Federal Consolidation Loan that repaid a Federal PLUS Loan.

Eligible new borrower means, for the purpose of the PAYE Plan, an individual who -
(1) Has no outstanding balance on a Direct Loan Program loan or a FFEL Program loan as of October 1, 2007, or who has no outstanding balance on such a loan on the date the borrower receives a new loan after October 1, 2007; and

(2) Receives a disbursement of a Direct Subsidized Loan, Direct Unsubsidized Loan, student Direct PLUS Loan, or a Direct Consolidation Loan on or after October 1, 2011, except that a borrower is not

considered an eligible new borrower if the Direct Consolidation Loan repays a loan that would otherwise make the borrower ineligible under paragraph (1) of this definition.

Family size means the number of individuals that is determined by adding together-
(1) For all IDR plans, the borrower;

(2) For the ICR, IBR, and PAYE plans, the borrower's spouse;

(3) For the REPAYE and EICR plans, the borrower's spouse, but only if the spouse's income is included in the calculation of the borrower's monthly payment amount under paragraph (e) of this section;

(4) For all IDR plans, the borrower's children, including unborn children who will be born during the year the borrower certifies family size, if the children receive more than half their support from the borrower; and

(5) For all IDR plans, other individuals if, at the time the borrower certifies family size, the other individuals live with the borrower and receive more than half their support from the borrower and will continue to receive this support from the borrower for the year for which the borrower certifies family size.

Income means either Adjusted Gross Income as reported to the Internal Revenue Service, or alternative documentation of all forms of taxable income received.

Monthly payment or the equivalent means—

(1) A required monthly payment made under one of the repayment plans described in paragraphs (k)(4)(i) through (iii) of this section;

(2) A month in which a borrower receives a deferment or forbearance of repayment under one of the deferment or forbearance conditions listed in paragraphs (k)(4)(iv)(A) through (K) of this section; or

(3) A month in which a borrower makes a payment in accordance with the hold harmless procedures described in paragraph (k)(6) of this section.

New borrower means, for the purposes of the IBR Plan, an individual who has no outstanding balance on a Direct Loan Program or FFEL Program loan on July 1, 2014, or who has no outstanding balance on such a loan on the date the borrower obtains a loan after July 1, 2014.

Partial financial hardship means–

(1) For an unmarried borrower or for a married borrower whose spouse's income and eligible loan debt are excluded for purposes of the IBR or PAYE plans in accordance with paragraph (e) of this section, a circumstance in which the Secretary determines that the annual amount the borrower would be required to pay on the borrower's eligible loans under the 10-year standard repayment plan is more than what the borrower would pay under the IBR or PAYE plan as determined in accordance with paragraph (e) of this section. The Secretary determines the annual amount that would be due under the 10-year Standard Repayment Plan based on the greater of the balances of the borrower's eligible loans

Commented [A2]: ED removed the language around proration from Session 2, which was confusing and rewrote this to make it clearer. This is not a substantive change to how partial financial hardship is defined and is just wordsmithing.

that were outstanding at the time the borrower entered repayment on the loans or the balances on those loans that were outstanding at the time the borrower selected the IBR or PAYE Plan.

(2) For a married borrower whose spouse's income and eligible loan debt are included for purposes of the IBR or PAYE plan in accordance with paragraph (e) of this section, the Secretary's determination of partial financial hardship as described in paragraph (1) of this definition is based on the income and eligible loan debt of the borrower and the borrower's spouse.

Poverty guideline refers to the income categorized by State and family size in the poverty guidelines published annually by the United States Department of Health and Human Services pursuant to 42 U.S.C. 9902(2). If a borrower is not a resident of a State identified in the poverty guidelines, the poverty guideline to be used for the borrower is the poverty guideline (for the relevant family size) used for the 48 contiguous States.

Support includes money, gifts, loans, housing, food, clothes, car, medical and dental care, and payment of college costs.

(c) ***Borrower eligibility for IDR plans***. A borrower may repay under the-

(1) REPAYE plan if the borrower has loans eligible for repayment under the plan;

(2) IBR Plan if the borrower has loans eligible for repayment under the plan and has a partial financial hardship when the borrower initially enters the plan, regardless of whether the borrower is in default on the loans selected for repayment under the plan;

Commented [A3]: ED proposes allowing a borrower in default to use IBR because doing so allows them to also make progress toward forgiveness, which we cannot do on ICR or EICR.

(3) PAYE Plan if the borrower has loans eligible for repayment under the plan, is an eligible new borrower, and has a partial financial hardship when the borrower initially enters the plan;

(4) ICR plan if the borrower has loans eligible for repayment under the plan.

(5) EICR plan if the borrower has loans eligible for repayment under the plan.

(d) ***Loans eligible to be repaid under an IDR plan.***

(1) The following loans are eligible to be repaid under the IBR, PAYE, and REPAYE plans: Direct Subsidized Loans, Direct Unsubsidized Loans, Direct PLUS Loans made to graduate or professional students, and Direct Consolidation Loans that did not repay a Direct PLUS Loan or a Federal PLUS Loan made to a parent borrower;

(2) The following loans are eligible to be repaid under the EICR plan: Direct Subsidized Loans made to undergraduate students, Direct Unsubsidized Loans made to undergraduate students, and Direct Consolidation Loans that repaid only loans received for undergraduate study.

Commented [A4]: ED is proposing to make EICR only available to undergraduate loans.

(3)The following loans are eligible to be repaid under the ICR plan: Direct Subsidized Loans, Direct Unsubsidized Loans, Direct PLUS Loans made to graduate or professional students, and all Direct Consolidation Loans (including Direct Consolidation Loans that repaid Direct PLUS Loans or Federal PLUS Loans made to parent borrowers), except for Direct PLUS Consolidation Loans made before July 1, 2006.

(e) ***Treatment of income and loan debt.***

(1) *Income*.

(i) For purposes of calculating the monthly payment amount under the IBR and PAYE plans—

(A) For an unmarried borrower, a married borrower filing a separate Federal income tax return, or a married borrower filing a joint Federal tax return who certifies that the borrower is separated from the borrower's spouse or is unable to reasonably access the spouse's income, only the borrower's income is used in the calculation.

(B) For a married borrower filing a joint Federal income tax return, except as provided in paragraph (e)(1)(i)(A), the combined income of the borrower and spouse is used in the calculation.

(ii) For purposes of calculating the monthly payment amount under the ICR Plan--

(A) For an unmarried borrower, a married borrower filing a separate Federal income tax return, or a married borrower filing a joint Federal tax return who certifies that the borrower is separated from the borrower's spouse or is unable to reasonably access the spouse's income, only the borrower's income is used in the calculation;

(B) For married borrowers (regardless of tax filing status) who elect to repay their Direct Loans jointly under the ICR Plan or (except as provided in paragraph (e)(1)(ii)(A)) for a married borrower filing a joint Federal income tax return, the combined income of the borrower and spouse is used in the calculation;

(iii) For purposes of calculating the monthly payment amount under the REPAYE and EICR plans, the combined income of the borrower and spouse is used in the calculation in all cases, regardless of whether the borrower and spouse file a joint Federal income tax return or file separate tax returns, unless a married borrower certifies that the borrower is separated from the borrower's spouse or is unable to reasonably access the spouse's income. In that case, only the borrower's income is used in the calculation.

Commented [A5]: ED is proposing to mirror the treatment of married borrowers to that of REPAYE.

(2) *Loan debt*.

(i) For the IBR, PAYE, REPAYE, and EICR plans, the spouse's eligible loan debt is included for the purposes of adjusting the borrower's monthly payment amount as described in paragraph (g) of this section if the spouse's income is included in the calculation of the borrower's monthly payment amount in accordance with paragraphs (e)(1)(ii) and (iii) of this section.

(ii) For the ICR plan, the spouse's loans that are eligible for repayment under the ICR plan in accordance with paragraph (d)(2) of this section are included in the calculation of the borrower's monthly payment amount only if the borrower and the borrower's spouse elect to repay their eligible Direct Loans jointly under the ICR plan.

(f) ***Monthly payment amounts.***

(1) For the ICR Plan, the borrower's monthly payments are the lesser of:

(i) What the borrower would have paid under a repayment plan with fixed monthly payments over a 12-year repayment period, based on the amount that the borrower owed when the borrower entered the ICR plan, multiplied by a percentage based on the borrower's income as established by the Secretary in a Federal Register notice published annually to account for inflation; or

(ii) 20 percent of discretionary income, divided by 12.

(2) For those who are not new borrowers under the IBR Plan, the borrower's monthly payments are the lesser of:

(i) 15 percent of discretionary income, divided by 12; or

(ii) What the borrower would have paid on a 10-year standard repayment plan based on the eligible loan balances and interest rates on the loans at the time the borrower entered the IBR Plan.

(3) For new borrowers under the IBR Plan and for all borrowers on the PAYE Plan, the borrower's monthly payments are the lesser of:

(i) 10 percent of discretionary income, divided by 12; or

(ii) What the borrower would have paid on a 10-year standard repayment plan based on the eligible loan balances and interest rates on the loans at the time the borrower entered the IBR or PAYE plans.

(4) For the REPAYE Plan, the borrower's monthly payments are 10 percent of discretionary income, divided by 12.

(5) For the EICR Plan, the borrower's monthly payments are--

(i) 0 percent of the portion of income as determined under paragraphs (e) and (l) of this section that is less than or equal to 200 percent of the applicable federal poverty guideline; plus

(ii) 5 percent of the portion of income as determined under paragraphs (e) and (l) of this section that is greater than 200 percent of the applicable federal poverty guideline and less than or equal to 300 percent of the applicable federal poverty guidelines, divided by 12; plus

(iii) 10 percent of the portion of income as determined under paragraphs (e) and (l) of this section that is greater than 300 percent of the applicable federal poverty guidelines, divided by 12.

(6) For the IBR, ICR, PAYE, and REPAYE plans, a borrower's monthly payment is $0 if the borrower's discretionary income is equal to or less than the applicable poverty guidelines. For the EICR Plan, a borrower's monthly payment is $0 if the borrower's income determined under paragraphs (e) and (l) of this section is less than or equal to 200 percent of the applicable federal poverty guideline.

(g) ***Adjustments to monthly payment amounts.*** Monthly payment amounts calculated under paragraphs (f)(2) through (5) will be adjusted in the following circumstances:

Commented [A6]: ED is proposing that EICR:

1) Uses an income exemption equal to 200% of the federal poverty level. That is approximately $25,000 for a single individual.

2) Uses a marginal rate to calculate payments, in which a borrower pays nothing on 0 to 200% of the poverty level, then 5% of amounts from 200% to 300% of the poverty level (up to about $38,600 for a single individual), and then 10% of amounts over that.

It is a marginal rate. That means if someone earns say $60,000 as a single individual, they will pay 5% on about $13,600 and then 10% on another $21,000. That means their total payment on this plan is $232, whereas it would be $339 on most IDR plans.

(1) In cases where the spouse's loan debt is included in accordance with paragraph (e)(2)(i) of this section, the borrower's payment is adjusted by –

(i) Dividing the outstanding principal and interest balance of the borrower's eligible loans by the couple's combined outstanding principal and interest balance on eligible loans; and

(ii) Multiplying the borrower's payment amount as calculated in accordance with paragraphs (f)(2) through (5) of this section by the percentage determined under paragraph (g)(1)(i).

(2) In cases where the borrower has outstanding eligible loans made under the FFEL Program, the borrower's calculated monthly payment amount as determined in accordance with paragraphs (f)(2) through (5) of this section or, if applicable, the borrower's adjusted payment as determined in accordance with paragraph (g)(1) is adjusted by—

(i) Dividing the outstanding principal and interest balance of the borrower's eligible loans that are Direct Loans by the borrower's total outstanding principal and interest balance on eligible loans; and

(ii) Multiplying the borrower's payment amount as calculated in accordance with paragraphs (f)(2) through (5) of this section or the borrower's adjusted payment amount as determined in accordance with paragraph (g)(1) by the percentage determined under paragraph (g)(2)(i).

(h) ***Interest subsidies***. If a borrower's calculated monthly payment under an IDR plan is insufficient to pay the accrued interest on the borrower's loans, the Secretary charges the remaining accrued interest to the borrower in accordance with paragraphs (h)(1) through (4).

(1) Under the ICR Plan, the Secretary charges all remaining accrued interest to the borrower;

(2)(i) Under the IBR, PAYE and REPAYE plans, the Secretary credits the borrower's account with an amount equal to the amount of accrued interest on the borrower's Direct Subsidized Loans and Direct Subsidized Loans that is not covered by the borrower's payment for the first three consecutive years of repayment under the plan, except as provided for the IBR plan in paragraph (h)(2)(ii);

(ii) Under the IBR Plan, the three-year period described in paragraph (2)(i) excludes any period during which the borrower receives an economic hardship deferment under § 685.204(g);

(3) Under the REPAYE plan, following the three-year period described in paragraph (h)(2)(i) for Direct Subsidized Loans and Direct Subsidized Consolidation Loans, and during all periods of repayment under the REPAYE Plan on all other loans eligible to be repaid under the REPAYE Plan, the Secretary credits the borrower's account with an amount equal to half of the amount of interest not covered by the borrower's payment; and

(4) During all periods of repayment under the EICR plan when a borrower has a $0 payment, the Secretary credits the borrower's account with an amount equal to the amount of accrued interest on all of the borrower's Direct Subsidized Loans and Direct Subsidized Consolidation Loans being repaid under the plan.

Commented [A7]: ED proposes that a borrower with a $0 payment due to their income have all unpaid interest forgiven each month.

(i) ***Changing repayment plans.*** A borrower who is repaying under an IDR plan may change at any time to any other repayment plan for which the borrower is eligible, except as otherwise provided in § 685.210(b).

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(j) ***Interest capitalization***.

(1) Under the ICR, PAYE, REPAYE, and EICR plans, the Secretary capitalizes unpaid accrued interest in accordance with § 685.202(b).

(2) Under the IBR Plan, the Secretary capitalizes unpaid accrued interest—

(i) In accordance with § 685.202(b);

(ii) When a borrower's payment is the amount described in paragraphs (f)(2)(ii) and (f)(3)(ii); and

(iii) When a borrower leaves the IBR Plan.

(k) ***Forgiveness.***

(1) In the case of a borrower repaying under the ICR Plan, a borrower repaying under the IBR Plan who is not a new borrower, or a borrower repaying under the REPAYE Plan who is repaying at least one loan received for graduate or professional study, including a Direct Consolidation Loan that repaid one or more loans received for graduate or professional study, the borrower receives forgiveness of the remaining balance of the borrower's loan after the borrower has satisfied 300 monthly payments or the equivalent in accordance with paragraph (k)(4) over a period of at least 25 years;

(2) In the case of a borrower repaying under the PAYE Plan, a borrower repaying under the IBR Plan who is a new borrower, or a borrower repaying under the REPAYE Plan who is repaying only loans received for undergraduate study, including a Direct Consolidation Loan that repaid only loans received for undergraduate study, the borrower receives forgiveness of the remaining balance of the borrower's loans after the borrower has satisfied 240 monthly payments or the equivalent in accordance with paragraph (k)(4) over a period of at least 20 years;

(3) In the case of a borrower repaying under the EICR Plan, the borrower receives forgiveness for any loans received for undergraduate study, including a Direct Consolidation Loan that repaid only loans received for undergraduate study, after the borrower has satisfied 240 monthly payments or the equivalent under paragraph (k)(4) over a period of at least 20 years;

Commented [A8]: ED proposes 20 year forgiveness for EICR.

The Department has spent time looking at the possibility of earlier periods of forgiveness tied to those with lower balances or borrowers who have lower incomes for extended periods of time, including the possibility of forgiveness less than 10 years. At this point we are not comfortable proposing that but look forward to feedback on these pieces.

Separately, we have looked at the question of whether we can do monthly or annual cancellation. While we think those ideas are interesting, we believe we need legislation to enact them.

(4) For all IDR plans, a borrower satisfies a monthly payment or the equivalent by-

(i) Making a payment under an IDR plan, including a payment of $0, regardless of whether the payment was made before or after it was due;

(ii) Making a payment under the 10-year standard repayment plan under § 685.208(b), regardless of whether the payment was made before or after it was due;

(iii) Making a payment under a repayment plan with payments that are as least as much as they would have been under the 10-year standard repayment plan under § 685.208(b), regardless of whether the payment was made before or after it was due;

(iv) Deferring or forbearing monthly payments under the following provisions:

(A) A cancer treatment deferment under section 455(f)(3) of the Act;

(B) A Peace Corps service deferment under §682.210(k), as applicable to Direct Loan borrowers under §685.204(j);

(C) A rehabilitation training program deferment §685.204(e);

(D) An unemployment deferment §685.204(f);

(E) An economic hardship deferment under §685.204(g);

(F) A military service deferment under §685.204(h);

(G) A post-active-duty student deferment §685.204(i)

(I) A national guard duty forbearance under § 685.205(a)(7); or

(J) A Department of Defense Student Loan Repayment forbearance under § 685.205(a)(9)

(K) An administrative forbearance or mandatory administrative forbearance under §685.205(b)(8) and (9);

(v) If a borrower consolidates one or more Direct or FFEL Loans into a Direct Consolidation Loan, the payments the borrower made on the Direct or FFEL Loans prior to consolidating and that met the criteria in paragraph (4) of this section, §682.209(a)(6)(vi), or §682.215 will count as qualifying payments on the Direct Consolidation Loan.

(vi) Making payments under the hold harmless procedures in paragraph (k)(6) of this section.

(5) For the IBR plan, a payment made pursuant to (k)(4)(i) through (iii) on a loan in default is also considered to satisfy a monthly repayment obligation for the purposes of forgiveness under paragraph (k).

(6) *Hold harmless procedures* (i) For any period in which a borrower postponed monthly payments under a deferment or forbearance not listed in paragraph (k)(4)(iv) of this section, the borrower may obtain credit toward forgiveness as defined in paragraph (k) for any months in which the borrower makes a payment equal to or greater than the amount the borrower would have been required to pay during that period on any income-driven repayment plan under this section, including a payment of $0.

(ii) Upon request, the Secretary informs the borrower of the months for which the borrower can make hold harmless payments and the Secretary provides credit toward forgiveness under this section if the borrower provides any additional information the Secretary requests to calculate a payment under an income-driven repayment plan under this section.

(l) ***Procedures***.

(1) Unless the borrower has provided consent to the disclosure of applicable tax information, to enter any IDR plan a borrower must complete an application on a form approved by the Secretary;

Commented [A9]: This picks up periods of national emergency as well as issues like when a loan is transferred.

Commented [A10]: This language allows payments made on IDR to not reset if a borrower consolidates direct loans. Similarly, a borrower's payments on FFEL that are on the standard payment plan or IBR can keep counting if the borrower consolidates onto DL.

Commented [A11]: This counts payments made on IBR while in default toward forgiveness. The Department's read is that we cannot do so on ICR, which is why we are proposing to make borrowers in default eligible only for IBR.

Commented [A12]: The Department suggests this hold harmless process that would allow any borrower who has spent time in a deferment or forbearance to make up for those months by making the payment they would have otherwise made. This includes a $0 payment if the borrower would have bene eligible for it.

This process does not depend on the borrower needing to prove that they were steered, which could be burdensome to do.

(2) As part of the process of completing a Direct Loan Master Promissory Note or a Direct Consolidation Loan Application and Promissory Note, the borrower must consent to the disclosure of applicable tax information under §§ 455(e)(8) and 493C(c)(2) of the Act;

(3) If a borrower has not already done so, as part of the application for an IDR plan, the borrower must consent to the disclosure of applicable tax information under §§ 455(e)(8) and 493C(c)(2) of the Act;

(4) If the Secretary cannot obtain the borrower's Adjusted Gross Income and family size from the Internal Revenue Service, the Secretary requires the borrower and, if applicable the borrower's spouse to provide documentation of income and family size information;

(5) After the Secretary obtains sufficient information to calculate the borrower's monthly payment amount, the Secretary calculates the borrower's payment and establishes the 12-month period during which the borrower will be obligated to make a payment in that amount;

(6) The Secretary then sends to the borrower a repayment disclosure that –

(i) Specifies the borrower's calculated monthly payment amount;

(ii) Explains in general terms how the payment was calculated,

(iii) Informs the borrower of terms and conditions of the borrower's selected repayment plan; and,

(iv) Tells the borrower how to contact the Secretary if the calculated payment amount is not reflective of the borrower's current income or family size;

(7) If the borrower contacts the Secretary and indicates that the payment amount is not reflective of the borrower's current income or family size, the Secretary allows the borrower to submit alternative documentation of income or family size not based on tax information to account for circumstances such as a decrease in income since the borrower last filed a tax return, the borrower's separation from a spouse with whom the borrower had previously filed a joint tax return, the birth or impending birth of a child, or other comparable circumstances;

(8) If the borrower provides alternative documentation under paragraph (8) or if the Secretary obtains documentation from the borrower or spouse under paragraph (5), the Secretary grants forbearance under § 685.205(b)(9) to provide time for the Secretary to recalculate the borrower's monthly payment amount based on the documentation obtained from the borrower or spouse;

(9) On an annual basis, the Secretary follows the procedures in paragraphs (4) through (7) once the borrower has only three monthly payments remaining under the 12-month period specified in paragraph (6).

(10) If the Secretary requires information from the borrower under paragraph (5) to recalculate the borrower's monthly repayment amount under paragraph (10), and the borrower does not provide the necessary documentation to the Secretary by the time the last payment is due under the 12-month period specified under paragraph (6)--

(i) For the IBR and PAYE plans, the borrower's monthly payment amount is the amount determined under paragraph (f)(2)(ii) or (f)(3)(ii) of this section;

(ii) For the ICR Plan, the borrower's monthly payment amount is the amount the borrower would have paid under a 10-year standard repayment plan based on the balances and interest on the loans being repaid under the ICR Plan when the borrower initially entered the ICR Plan;

(iii) For the REPAYE and EICR Plans, the borrower is removed from that plan and placed into an alternative repayment plan under § 685.208(j) with fixed payments that are amortized over a period of time that is equal to the lesser of--

(A) 10 years; or

(B) The remaining period of time that the borrower would have needed to repay loans under the REPAYE Plan to receive forgiveness under paragraph (k) of this section;

(11) At any point during the 12-month period specified under paragraph (6), the borrower may request that the Secretary recalculate the borrower's payment earlier than would have otherwise been the case to account for a change in the borrower's circumstances, such as loss of income or employment, or divorce. In such cases, the 12-month period specified under paragraph (6) is reset based on the borrower's new information.

(12) The Secretary tracks a borrower's progress towards eligibility for forgiveness under paragraph (k) and forgives loans that meet the criteria under paragraph (k) without the need for an application or documentation from the borrower.

(m) *Automatic enrollment in an IDR plan.*

The Secretary places a borrower on the IDR plan under this section that results in the lowest monthly payment based on the borrower's income and family size if-(1) The borrower is otherwise eligible for the plan;

(2) The borrower has consented to the disclosure of tax information under paragraph (l)(2) or (l)(3) of this section; and

(3) The borrower has not made a scheduled payment on any repayment plan for at least 80 days, or the borrower is in default.

Commented [A13]: The Department proposes that someone who goes 80 days late be put onto IDR if it can get the necessary data to calculate a payment. This avoids negative credit reporting. The Department proposes something similar for borrowers in default so long as it can obtain their consent.