

FINANCIAL AND ADMINISTRATIVE GUIDELINES: **JOHN R. JUSTICE (JRJ) GRANT PROGRAM**

I. AWARD AND ACCEPTANCE OF SERVICE AGREEMENT

A. Award of Funds

After completion of the review process, a formal award of funds will be granted by the Office of Public Advocacy in the form of an award letter. This award identifies the Recipient, Contract Period, Lending Institution Name, and Total Award. All correspondence concerning the award shall refer to the designated FY (fiscal year) grant shown in the award letter.

B. Acceptance of Award Through Return of Signed Service Agreement and Contract Form

The award of funds constitutes a contractual agreement between the Office of Public Advocacy and the Recipient for the award of federal funds for the intended purpose of this program. This award of funds may be terminated without further cause if the Recipient fails to affirm its acceptance of the award by signing and returning the *Service Agreement* and the *Award of Contract Form* to the Office of Public Advocacy **within 20 days** from the date of award. No federal funds shall be disbursed until the signed *Service Agreement* has been received by the Office of Public Advocacy.

II. REQUEST AND PAYMENT OF FUNDS

A. Request for Payment

Recipients of JRJ funds will be required to submit the following documentation by the 5th day (*subject to change if the 5th falls on a weekend or holiday*) of each month in order to verify continued qualifying employment in order to satisfy Year 1 of the service agreement:

- Proof of Employment Form
- Monthly Statement Due (either a copy of the statement mailed each month from the lending institution or a screen printout of an account that may have been set-up online). The Statement Due should show the name of the lending institution, balance of loan, payment due, payment due date, and remittance address, at a minimum.

Failure to submit the required report on a monthly basis, by the due date, may result in a rescinding of reimbursement. Neither the Department of Justice nor the Office of Public Advocacy will be held responsible for any late fees assessed by the lending institution. Consistent delinquency may result in cancellation of the contract.

B. Payment Information

Funds can only be paid to the institution holding the qualifying loan. In accordance with 42 U.S.C. 3797cc-21(c), no funds may be paid directly to the beneficiary. Funds will be dispersed in one lump sum to the institution for the award.

Payments made on behalf of approved recipients cannot exceed the total qualifying loan balance. The beneficiary remains responsible for any remaining payments or balances.

The amount paid by the Office of Public Advocacy shall not exceed \$10,000 for any individual in any 12-month contract period or an aggregate total of \$60,000 in the case of any individual.

C. **Payment Method**

The Office of Public Advocacy will disperse a lump sum payment to the lending institution for the award total, unless notified otherwise. Payments will be made via Electronic Funds Transfer (EFT) **if the lending institution is capable of such transactions.**

If a lending institution is not established as a vendor in the State's EDI payment system, the institution will be required to fill out an *EDI Payment Agreement Form*. If the lending institution is set-up as a vendor but is not established to receive electronic transfers, the institution will be asked to complete a *Vendor ACH Form*. The Office of Public Advocacy will coordinate this process and provide the appropriate form to the lending institution, as applicable.

III. NOTIFICATION OF PROGRAM CHANGES

A. **Program Changes**

Recipients shall submit in writing on the *JRJ Change of Information Form* any program changes that the agency experiences during the contract period. Major program changes may be subject to approval from the Office of Public Advocacy. Program revisions include changes as outlined below:

1. Change in contact information
2. Change in lending institution information
3. Change in employment information
4. Change in supervisor information

IV. FINANCIAL RECORDS

A. **Record Retention**

All financial records, job records, supporting documents, and any other records pertinent to this award shall be made available to the Office of Public Advocacy and/or the Department of Justice if necessary and retained by the beneficiary for at least 3 years following notification by the awarding agency that the grant has been programmatically and fiscally closed. Retention is required for purposes of Federal and/or State examination and audit. Records may be retained in an automated format.

1. **Retention Period.** The 3-year retention period starts from the date of notification by the awarding agency that the grant has been programmatically and fiscally closed. If any litigation, claim, audit, or other action involving the records have started before the expiration of the 3-year period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the regular 3-year period, whichever is later.
2. **Maintenance.** Recipients of funds are expected to see that records of different contract periods are separately identified and maintained so that information desired may be readily located. Recipients are also obligated to protect records adequately against fire or other damage.

V. DEFAULT OF CONTRACT

A. Service Agreement

Applicants must sign the John R. Justice Student Loan Repayment Program (JRJSLRP) *Service Agreement*. Such agreement states the applicant/recipient must remain employed as a prosecutor or public defender for a period of service not less than three years (36 months) unless involuntarily separated from employment. The period of service begins with the effective date of award.

For purposes of this program, involuntary separation could result from layoff, loss of election, or similar nature. Termination as a result of misconduct or unacceptable performance would not qualify as involuntary separation.

A recipient of funds may change employers within the designated three years but must remain employed as a qualifying prosecutor or public defender to continue receiving benefits and to satisfy their service agreement. The Office of Public Advocacy must be notified of any change in employment by submitting the *JRJ Change of Information Form*. Such change may be subject to approval.

The recipient will be allowed a reasonable break in service when changing employers, not to exceed 30 days. A break in service exceeding 30 days will be subject to review by the Office of Public Advocacy and may result in the termination of contract. Periods of leave without pay, or other periods in which the recipient is not in pay status, do not count toward the completion of the required service period upon re-employment. The service completion date must be extended by the total time spent in non-pay status.

Absence because of uniformed service in a recognized branch of the United States military, authorized maternity/paternity, FMLA, or due to compensable injury is considered creditable (pending approval of the Director of BJA obtained by the Office of Public Advocacy) toward the required service period upon re-employment.

B. Return of Funds

In the event a recipient voluntarily leaves a position as an eligible beneficiary, or in the event of involuntary separation for misconduct or unacceptable performance before completing the agreed upon period of service, the recipient will be indebted to the Federal government and must reimburse the State of Alaska through Office of Public Advocacy for the full amount of any student loan repayments made under this solicitation. The return of funds will not be determined on a pro-rata calculation.

VI. General Federal Financial and Administrative Guidelines

A. OMB Circulars

The Office of Management and Budget (OMB) oversees and coordinates federal procurement, financial management, information, and regulatory policies and has published Circulars by which these standards are governed. While guidelines specific to the John R. Justice (JRJ) Program have been outlined within this solicitation, it is the responsibility of the recipient to comply with the federal guideline outlined in the OMB Circulars, as applicable. The Circulars can be accessed at <http://www.whitehouse.gov/OMB/circulars/>.

B. OCFO Financial Guide

The Office of Chief Financial Officer (OCFO) within the Office of Justice Programs (OJP) provides fiscal policy guidance and provides accounting, budget, financial and grants management, and claims collection services and has published a Financial Guide by which these standards are governed. Again while guidelines specific to the JRJ Program have been outlined within this solicitation, it is the responsibility of the recipient to comply with the federal guidelines outlined in the OCFO Financial Guide, as applicable. The Financial Guide can be accessed at <http://www.ojp.usdoj.gov/financialguide/>.