

CERTIFIED ASSURANCES

In addition to the general terms contained in the *John R. Justice (JRJ) Application Packet*, the Applicant is also conditioned upon and subject to compliance with the following assurances:

1. **Availability of Funds:** The Applicant understands all awards are subject to the availability of appropriated funds and any modifications or additional requirements that may be imposed by law. It is understood and agreed upon that, in the event funds from federal sources are not appropriated and continued at an aggregate level sufficient to cover the contract costs, or in the event of a change in federal or state laws relevant to these costs, the obligations of each party hereunder shall thereupon be terminated immediately upon receipt of written notice. In addition, the Applicant understands that JRJ funds are a supplement to, not substitute for, his/her personal student loan obligations.
2. **Release of Information:** The Applicant agrees to provide the appropriate documentation as requested by the Office of Public Advocacy to verify the information provided within this application, if necessary.
3. **Record Retention:** The Applicant agrees to maintain the application, and supporting documentation pertaining to this application, and make such records available for federal and/or state audit or examination, if necessary. Such records shall be maintained for at least 3 years following notification by the Office of Public Advocacy that the grant has been programmatically and fiscally closed.
4. **Reporting Requirement:** The Applicant agrees to submit the appropriate documentation in a timely manner as required by the Office of Public Advocacy.
5. **Notification of Program Changes:** The Applicant shall submit in writing on the *JRJ Change of Information Form* any program changes that he/she 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
6. **Income Tax:** The Applicant understands he/she is responsible for any income tax obligation resulting from the student loan repayments made under the JRJ Program. The Office of Public Advocacy will issue an Internal Revenue Service (IRS) 1099-MISC form to each recipient of funds and will file the 1099-MISC form to the IRS. The 1099-MISC form is used to report miscellaneous income that does not fall in the category of salary, wages, or tips.
7. **Service Agreement:** The Applicant understands that he/she must remain employed as a prosecutor or public defender for a period of service not less than three years (36 months), beginning with the award date unless involuntarily separated from employment.
8. **Default on Contract:** The Applicant agrees, in the event he/she leaves a position as an eligible beneficiary or is involuntarily separated for misconduct or unacceptable performance before completing the agreed upon period of service, he/she will be indebted to the federal government and must reimburse the State of Alaska through the Office of Public Advocacy for the full amount of any student loan repayments made under this contract.

9. Award Documents: If the Applicant receives an award under the JRJ Program, he/she will be issued an award letter accompanied by a *Service Agreement* by the Office of Public Advocacy. The Applicant understands that the *Service Agreement* must be signed which acknowledges the recipient will repay the State of Alaska through the Office of Public Advocacy in the event he/she defaults on the contract, and return such within 20 days of the award date.

10. Renewal of Contract: An award, granted as a result of this application, shall not bind or purport to bind the Office of Public Advocacy for any further award commitment in excess of the original contract period contained in such an award.

Failure to comply with any of the foregoing certified assurances could result in funds being withheld until such time as the awardee takes appropriate action to rectify the incident(s) of non-compliance. The Applicant hereby certifies, by signature, acceptance of the terms and conditions specified or incorporated by reference herein, including those stated in the grant application.

Applicant Name (Please Print)

Signature

Date