

SUBJECT: ACCEPTING AND APPROPRIATING \$311,052.00 FROM THE STATE OF ALASKA, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, APPROVING THE SCOPE OF WORK AND BUDGET FOR THE HUMAN SERVICES COMMUNITY MATCHING GRANT PROGRAM AND ALLOCATING FUNDING TO NON-PROFIT SUB-GRANTEES FOR THE PROVISION OF CRITICALLY NEEDED ESSENTIAL HEALTH AND SOCIAL SERVICES.

AGENDA OF: July 18, 2023

ASSEMBLY ACTION: Adopted with no objection 08/01/23 - SP

AGENDA ACTION REQUESTED: Introduce and set for public hearing.

Route To	Signatures
Originator	 Recoverable Signature X Pamela Graham Signed by: Pamela Graham
Department Director	 Recoverable Signature X Cheyenne Heindel Signed by: Cheyenne Heindel
Comptroller	X
Finance Director	 Recoverable Signature X Cheyenne Heindel Signed by: Cheyenne Heindel
Borough Attorney	X Nicholas Spiropoulos - Note... Signed by: Nicholas Spiropoulos
Borough Manager	 Recoverable Signature X Michael Brown Signed by: Michael Brown
Borough Clerk	 Recoverable Signature X Lonnie McKechie Signed by: Lonnie McKechie

ATTACHMENT (S) : Fiscal Note: YES X NO _____
Grant Agreement (5 pp)
Sample Year 2 Amendment (1 pp)
Sample Sub-Grantee Agreement (21 pp)
Ordinance Serial No. 23-070 (2pp)
Resolution Serial No. 23-077 (4pp)

SUMMARY STATEMENT:

The Matanuska-Susitna Borough has been awarded a Human Services Community Matching Grant (HSCMG) from the State of Alaska

Department of Health and Social Services in the amount of \$311,052.00. This award includes a 30% match requirement, in the amount of \$133,308. The purpose of the award is to distribute funding to non-profit organizations for the provision of essential health services and treatment programs within the Matanuska-Susitna Borough.

The fiscal year 2023 capital budget included \$150,000 as match for Human Services Matching Grant program, it is our intentions to use \$133,308 of this funding to meet the required match.

State funding is based on population and the Matanuska-Susitna Borough portion of the funding, and associated match, increase by 2.24% over the previous year's award.

The Mat-Su Human Services Matching Grant program runs on a two-year cycle, fiscal year (FY) 2024 grant funding is year 2, and those agencies that were awarded funding in year 1, and complied with the terms of their grant agreements, will receive an amended grant agreement for the second year of funding.

For the FY2023/2024 grant program the sub-grantee application process was open for 45 days, closing on July 15, 2022. The process resulted in the receipt of 22 grant applications, which were reviewed and scored by the members of the Health and Social Services Board and several Borough staff members.

The year 1 funding, totaling \$434,642.00 was allocated to 19 non-profit agencies. These agencies have complied with the terms of their agreements and are now eligible to receive year 2 funding, upon Assembly approval. With the increased state and borough funding, each agency will receive an increased allocation of roughly 2.24%, the table below shows the agencies and the recommended year 2 funding.

AGENCY	PROGRAM	Year 2 Recommended Funding (FY24)	Increase from Year 1 (FY23)
Alaska Legal Services	Mat-Su Borough Families at Risk	\$42,477.00	\$929.00
My House	MY House Navigation & Housing Case Management	\$42,476.00	\$929.00
CCS Early Learning	Head Start and Early Head Start Family Advocacy and Education	\$42,476.00	\$929.00
Wasilla Area Seniors	Nutrition Program	\$25,559.00	\$559.00
United Way	Youth 360	\$25,559.00	\$559.00

AGENCY	PROGRAM	Year 2 Recommended Funding (FY24)	Increase from Year 1 (FY23)
Kids Kupboard	Mobile Child Feeding	\$25,559.00	\$559.00
Set Free Alaska	Crisis Residential Stabilization Services	\$25,559.00	\$559.00
The Children's Place	The Children's Place Crisis Response	\$25,559.00	\$559.00
Mat-Su Senior Services	Mat-Su Senior Services	\$25,559.00	\$559.00
Sunshine Transit	Sunshine Transit Services	\$25,559.00	\$559.00
Salvation Army	Mat-Su Corps	\$15,336.00	\$336.00
Valley Charities	Mat-Su Coalition on Housing and Homelessness	\$15,336.00	\$336.00
Nine Star Education and Employment	Net2Ladder: Homeless Prevention & Economic Self-Reliance	\$15,336.00	\$336.00
Mat-Su Food Bank	Food Pantry of Wasilla, Food 4 Kids	\$15,336.00	\$336.00
Northgate Alaska	iAMSOMEBODY	\$15,336.00	\$336.00
Blood-n-Fire	Blood n Fire Food Pantry	\$15,336.00	\$336.00
Mat-Su Health Services	Bridgeway Support	\$15,336.00	\$336.00
Boys and Girls Clubs	A Formula for Impact: Standing Up to Substance Abuse, Depression, & Suicide by Developing Youth Assets	\$15,336.00	\$336.00
Sunshine Community Health Center	Community Health: Behavioral Health Preventative Services	\$15,336.00	\$336.00
	TOTAL	\$444,360.00	\$9,718.00

RECOMMENDATION OF ADMINISTRATION: Adopt the legislation as presented.

MATANUSKA-SUSITNA BOROUGH

FISCAL NOTE

Agenda Date: July 18, 2023

SUBJECT: ACCEPTING AND APPROPRIATING \$311,052.00 FROM THE STATE OF ALASKA, DEPARTMENT OF HEALTH AND SOCIAL SERVICES, APPROVING THE SCOPE OF WORK AND BUDGET FOR THE HUMAN SERVICES COMMUNITY MATCHING GRANT PROGRAM AND ALLOCATING FUNDING TO NON-PROFIT SUB-GRANTEES FOR THE PROVISION OF CRITICALLY NEEDED ESSENTIAL HEALTH AND SOCIAL SERVICES.

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT YES NO
AMOUNT REQUESTED \$444,360	FUNDING SOURCE Grant and AW match
FROM ACCOUNT #	PROJECT
TO ACCOUNT : 475.000.000 3XX.XXX	PROJECT # 20405
VERIFIED BY: X Liesel W e i l a n d Signed by: Liesel W e i l a n d	CERTIFIED BY:
DATE: 7/3/2023	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2023	FY2024	FY2025	FY2026	FY2027	FY2028
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL		444.4				
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund		133.3				
State/Federal Funds		311.1				
Other						
TOTAL		444.4				

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____

DEPARTMENT: _____ DATE: _____

APPROVED BY: X Cheyenne Heindel _____ DATE: _____

Signed by: Cheyenne Heindel

IM No. 23-153
Ordinance Serial No. 23-070
Resolution Serial No. 23-077

Grant Agreement

Program Name		Grant Award Number	165-231-24001
Human Services Community Matching Grants		Fiscal Year	2024
		Relationship Type	Sub Recipient
Approved Grant Project Budget Period			
Beginning	7/1/2023	Issue Date	6/15/2023
Ending	6/30/2024	Amount	\$311,052.00
Grant Duration	Fiscal Year 3 of 4	DUNS	081482960
Name and Mailing Address of Grantee		Service Area(s)	
Matanuska-Susitna Borough 350 E Dahlia Ave Palmer, AK 99645-6411		Mat-Su Borough	
Grantee Contact	Pam Graham	Grants Administrator	Jennifer Messing
Grantee Phone	(907) 861-8408	Grants Administrator Phone	(907)465-1871

Approved Budget Summary				
Cost Category BC Name	Grant Award	Match		Total Project Cost
	Total Award	Required Match	Additional Match / Project Support	
100 Personal Services	\$0.00	\$0.00	\$0.00	\$0.00
200 Travel	\$0.00	\$0.00	\$0.00	\$0.00
300 Facility	\$0.00	\$0.00	\$0.00	\$0.00
400 Supplies	\$0.00	\$0.00	\$0.00	\$0.00
500 Equipment	\$0.00	\$0.00	\$0.00	\$0.00
600 Other Costs	\$311,052.00	\$133,308.00	\$0.00	\$444,360.00
Total Direct Costs	\$311,052.00	\$133,308.00	\$0.00	\$444,360.00
700 Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
Total Costs	\$311,052.00	\$133,308.00	\$0.00	\$444,360.00

Agencies expending \$750,000 or more total federal financial assistance in a fiscal year may be required to comply with the Federal Single Audit Act. This grant contains **\$0.00** federal funds.

I certify that I am authorized to negotiate, execute, and administer this agreement on behalf of the agency named above, and hereby consent to the terms and conditions of this agreement including all articles listed on all pages.

Authorized Grantee Representative: Matanuska-Susitna Borough	Date
X	
Authorized DHSS Representative: Amy Burke, Grants and Procurement Chief	Date
X	

Milestones

Please view the Award in GEMS for details on Milestones, Payments, and Reporting.

End Date	Name	Type	Status
07/01/2023	Award Execution	Award Execution Date	Scheduled
09/30/2023	Q1	Fiscal Period	Scheduled
12/31/2023	Q2	Fiscal Period	Scheduled
03/31/2024	Q3	Fiscal Period	Scheduled
06/30/2024	End of Award	Award End Date	Scheduled

Federal Award Detail

Project Deliverables (Agency Tasks)

Please make sure you view in GEMS the Project Deliverables associated with this grant award. Completion of Project Deliverables may be necessary prior to full execution of this award. It is the grantee's responsibility to continuously monitor the Project Deliverables throughout the fiscal year for completion.

Terms and Conditions

1. The Department of Health and Social Services (grantor) and the grantee agree to comply with all applicable laws, the terms and conditions pertaining to the grant and services identified herein and incorporated into this agreement by reference, including 7 AAC 78, the Request for Proposals, the approved grant application, and the items listed below:
 - i. Special Conditions to this grant agreement,
 - ii. Privacy and Security Procedures for grantees,
 - iii. All other applicable items as required by the terms and conditions of the documents incorporated into this agreement, which may include but are not limited to: Federal Certifications, Waiver of Sovereign Immunity, and program specific reporting forms.
2. Subject to the availability of spending authority to the grantor to fund this grant and provided such spending authority is not revoked, rescinded, reduced or withheld, the grantor and grantee agree the amount awarded for the grant project is as indicated in this agreement. The grantor will promptly provide the grantee written notice if funding under this award is revoked, rescinded, reduced, or withheld and the effective date of such action.
3. The grantor's share of a grant project cost is earned only when the cost is incurred and the grantee's share of the cost has been contributed to the grant project. Receipt of funds from the grantor (either through advance or reimbursement) does not constitute earning of these funds.
4. Unless otherwise allocated in the approved grant project budget, or as approved by grantor, grantor funds shall be expended on a prorated basis with any required match or additional support funds according to their percentage of the total approved grant project budget.
5. The minimum required match is 30.00%. The grantee is agreeing to provide the matching contribution detailed in the required match column of this agreement.
6. Grant income, as defined in 7 AAC 78.950 (17), that is earned by a grantee must be used in accordance with 7 AAC 78.210. Grant income revenue and expenditures must be reported to the grantor if identified as match to this grant; and where other state and federal laws apply.
7. The grantee shall indemnify, hold harmless, and defend the grantor from and against any claim of, of liability for error, omission or negligent or intentional act of the grantee under this agreement. The grantee shall not be required to indemnify the grantor for a claim of, or liability for, the independent negligence of the grantor. If there is a claim of, or liability for, the joint negligent error or omission of the grantee and the independent negligence of the grantor, fault shall be apportioned on a comparative fault basis. The terms "grantee" and "grantor", as used within this article, include the employees, agents, and other contractors, or grantees who are directly responsible, respectively, for each. The term "independent negligence" is negligence other than in the grantor's selection, administration, monitoring, or controlling of the grantee and in approving or accepting the grantee's work.
8. Funds awarded through this grant may be reduced, withheld, or terminated by written notice from the grantor to the grantee at any time for violation by the grantee of any terms and conditions of this agreement, or when such action is deemed by the grantor to be in the best interest of the state.
9. For any licenses, permits or certifications required for a grantee to provide services under this agreement, if at any time during the term of this agreement, the required licenses, permits or certifications are in jeopardy for any reason, or have been revoked, rescinded or canceled, or a grantee otherwise loses the credentials necessary to receive a grant under either State or Federal law, the department may take whatever corrective action is necessary to protect the best interests of the clients served and the best interests of the State of Alaska.
10. General Administration:
 - i. The payment schedule including percentages and projected advance amounts are outlined in the Award section of Grants Electronic Management System (GEMS). Within 15 days after the grant agreement is fully executed, the grantor will make the initial advance payment. Subsequent advance payments will be based on receipt and approval of all required reports and compliance with grant and program requirements. Advances will equal a percentage of the total award less any funds not expended from prior advances; except that the grantor will withhold a percentage of the total award for final payment, until the grantor has received and approved all reports and the grantee has met all conditions of this agreement. If a grantee does not meet the identified Results Based Budgeting framework performance measures, the remaining 5% may be withheld. Under circumstances necessary to the success of the grant project, advance payments may exceed the projected

- percentages.
- ii. Reporting schedules are outlined in the Reporting section of GEMS. The grantee will submit expenditures using Cumulative Fiscal Reports (CFR) to the grantor in the format prescribed by the grantor through GEMS. Unless the grantor approves an extension of time, the grantee will submit a CFR to reach the grantor by the due dates indicated in the Reporting section of GEMS. CFRs must advise the grantor of the grantee's expenditures for costs allowable under 7 AAC 78.160 and the terms of this agreement.
 - iii. Due with the final year-end CFR grantees must also provide to their grants administrator listed on the face page of this grant agreement a detailed list of encumbrances that have been included as current year expenditures in the year-end CFR, as required in 7 AAC 78.190(d), and defined in 7 AAC 78.950(13) or those costs will be disallowed.
 - iv. Failure to submit correct CFRs on or before the deadlines stated in the Reporting section of GEMS may result in denial of payments due to the grantee. No part of the grantee's duty to return excess funds or funds determined by audit to have been improperly expended, as required in 7 AAC 78.230 (b) and (c), is affected by this provision. The grantee will return all such excess funds to the grantor upon submission of corrected CFRs and/or audit, or immediately upon later determination that a refund is due.
 - v. Reporting schedules are outlined in the Reporting section of GEMS. The grantee will submit program reports to the grantor in the format prescribed by the grantor. Unless the grantor approves an extension of time, the grantee will submit program reports to reach the grantor by the due dates indicated in the Reporting section of GEMS. Reports must be completed in the format prescribed by the grantor and submitted through GEMS. The department shall determine, based on reporting, if the grantee has met the identified outcomes consistent with the expectations and mission of the department. This determination will aid in the department's decision regarding award and funding for subsequent years. If the program report contains Protected Health Information (PHI), the grantor will contact the Department of Health and Social Services Program Manager for instructions on the secure transmission of the program report. Unless otherwise noted in the special conditions of award or items 10 ii-vi, all reports not available for submission through GEMS must be coordinated with the grants administrator listed on the face page of this grant agreement.
 - vi. All proposed changes to the approved grant project are subject to the requirements of 7 AAC 78.260. Requests for budget changes subject to 7 AAC 78.260(f), shall be submitted through GEMS as a Line Item Budget Revision request (LIBR).
11. The grantee shall maintain accurate property records for all property purchased with grant money, as defined in 7 AAC 78.950(18), and make those records available to the grantor upon request in accordance with 7 AAC 78.280.

Special Conditions of Grant Award

Program Special Conditions:

1. No program special conditions prior to award.

Grantee Specific Special Conditions:

1. The Borough will submit a revised budget in the allocated amount of \$311,052 and Required Match no less than \$133,308 to include list of sub recipients once determined and budget details.
2. Prepare updated FY2025 Needs Assessment. This is due every 6 years and will be required in FY2025, the last Needs Assessment on record is from 2019.

Matanuska-Susitna Borough
Human Services Matching Grant (HSMG)
Agreement Number: _____
With _____
For the _____

This amendment covers those date specific sections of the original agreement and the allocation of year 2, fiscal year 2024 funding. The remaining sections of the agreement remain in full effect through June 30, 2024. Program activities as described in the original agreement will continue in year two of the funding cycle. By signing this amendment, you acknowledge that your agency will continue to perform the activities described in the original agreement.

YEAR 1 – FY23 MSB HSCMG Program		YEAR 2 – FY24 MSB HSCMG Program	
Original Funding		NEW funding	
Expiration Date	6/30/2023	New Expiration date	6/30/2024
Year One funding is fully expended and all reports were submitted on time.		<i>Reporting – Q1</i>	<i>October 15, 2023</i>
		<i>Q2</i>	<i>January 15, 2024</i>
		<i>Q3</i>	<i>April 15, 2024</i>
		<i>Final</i>	<i>July 15, 2024</i>

IN WITNESS WHEREOF, the parties have executed this amendment as of the dates shown below.

MATANUSKA-SUSITNA BOROUGH

GRANTEE

Name: Michael Brown
Borough Manager or Authorized Designee

Printed Name:
Title:

Date: _____

Date: _____

FUND CERTIFICATION

_____ MSB Accounting Office Date: _____

Funds Available:
State Portion: 475.000.000 449.500
MSB Portion: 475.000.000 449.500
Budget Year FY2024 State Grant

Matanuska-Susitna Borough
Human Services Matching Grant (HSMG)
Agreement Number:
With
For the

This agreement is made and entered into by and between the MATANUSKA-SUSITNA BOROUGH (hereinafter the "Borough") and _____ (hereinafter the "Grantee"), for the purposes and subject to the terms and conditions set forth herein.

WHEREAS, the Borough has the authority to enter into this agreement with the Grantee to carry out the purposes contained herein; and

WHEREAS, the Grantee represents and warrants it has the legal capacity to enter into this agreement and carry out the purposes contained herein; and

WHEREAS, the Grantee is willing to comply with the terms and conditions of this agreement; and

WHEREAS, the Grantee represents that it has a policy and practice of non-discrimination based on race, color, religion, national origin, sex, marital status, physical disability and age; and

WHEREAS, the Borough has allocated the total sum of _____ to carry out the purposes, terms and conditions set forth herein and described in the attached Exhibit "A".

WHEREAS, the documents that make up this agreement between the Borough and the Grantee consist of the following:

1. This agreement, titled Sub-Grantee Agreement;
2. The Scope of Work & Budget, labeled Exhibit "A";
3. DHSS Terms and Conditions, labeled Exhibit "B"; and
4. Insurance Requirements, labeled Exhibit "C".

WHEREAS, If any document that is part of this agreement conflicts or is inconsistent with any other, the terms of the main agreement shall prevail, followed by the terms of Exhibit "A."

This agreement consists of those documents lists above, as referenced or incorporated, and the provisions listed below by section number and title:

SECTION 1.	DEFINITIONS
SECTION 2.	GRANT ADMINISTRATION
SECTION 3.	DURATION OF GRANT
SECTION 4.	AWARD OF GRANT
SECTION 5.	USE OF GRANT FUNDS

SECTION 6.	FINANCIAL MANAGEMENT SYSTEM
SECTION 7.	REPORTING AND AUDITS
SECTION 8.	RECORDS MANAGEMENT
SECTION 9.	INSURANCE
SECTION 10.	PERMITS, LAWS AND TAXES
SECTION 11.	ASSIGNMENTS AND SUBCONTRACTS
SECTION 12.	INDEMNITY
SECTION 13.	PUBLICATION, REPRODUCTION AND USE OF MATERIALS
SECTION 14.	UNALLOWABLE ACTIVITIES
SECTION 15.	TERMINATION
SECTION 16.	DUTIES UPON TERMINATION
SECTION 17.	DUTIES UPON EXPIRATION
SECTION 18.	NON-WAIVER
SECTION 19.	NOTICES
SECTION 20.	RELATIONSHIP OF PARTIES
SECTION 21.	JURISDICTION
SECTION 22.	INTEGRATION
SECTION 23.	MODIFICATION
SECTION 24.	SEVERABILITY

SECTION 1. DEFINITIONS

Unless this agreement expressly provides otherwise, the following definitions shall apply herein:

- A. "Borough" means the Matanuska-Susitna Borough.
- B. "Borough funds" means all money obtained by the Grantee from or through the Borough under this agreement.
- C. "Grantee" means _____
- D. "Property" means personal or real property used in connection with the Grantee's performance under this agreement and acquired in whole or in part with Borough funds.

SECTION 2. GRANT ADMINISTRATION

- A. The Borough Grants Administrator shall administer this grant on behalf of the Borough.
- B. The Executive Director of the Grantee shall administer this grant on behalf of the Grantee.

SECTION 3. DURATION OF GRANT

- A. The services, functions or activities described in Exhibit "A" shall begin on July 1, 2023, and be provided through June 30, 2024, the date of expiration of this grant agreement.
- B. The grant may be terminated in accordance with the provisions of Section 15.

SECTION 4. AWARD OF GRANT

A. The Grantee is hereby awarded a grant in the total amount _____. Payment under this Agreement will be made as an advance once the agreement is fully executed by both parties.

B. This grant is awarded and may only be accepted subject to each and every covenant, term and condition set forth in this agreement. Unless the Grantee is in default of any provision of this agreement, funds shall be paid as indicated in this section. The Borough may, as a condition of releasing any funds under this agreement, require the Grantee to submit to the State of Alaska, through the Borough, any reports, records, audits or other materials required by the State. Failure to submit reports required under this agreement may result in the Borough withholding scheduled payments. The Borough may suspend payments to an agency for instances of non-compliance with the terms of the grant agreement. Payments may be suspended until the agency rectifies all issues of non-compliance and is no longer in default of the grant terms. If any payment is withheld because the Grantee's performance is unsatisfactory, the Borough must within 14 working days of the payment denial, notify the Grantee of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.

C. As a condition of payment, the Grantee shall have paid all Borough taxes currently due and owing by the Grantee.

D. The Grantee acknowledges that the Borough has no obligation to continue funding the services described herein beyond the term of this agreement regardless of the degree to which the Grantee's program is successful, and the Grantee accepts the compensation described in this Section as full consideration for all costs it incurs in performing under this grant.

E. This agreement is subject to the availability of funds granted to the Borough from other funding agencies. The Grantee acknowledges that during the term of this agreement any funding level reduction to the Borough will reduce funds available to the Grantee.

F. This agreement is subject to the availability of funds lawfully appropriated by the Matanuska-Susitna Borough Assembly for its performance.

SECTION 5. USE OF GRANT FUNDS

A. The Grantee shall use any and all monies awarded under this agreement only to perform the services, functions or activities described in Exhibit "A".

B. In performing services under this agreement, the Grantee shall comply with all the terms and conditions of any agreement between the State of Alaska and the Borough under which funds are made available to pay the Grantee under this agreement. The Grantee further agrees to abide by any additional requirements which may be imposed by any funding source for this grant.

C. To the extent consistent with the purpose for which funds are made available to the Grantee under this agreement, the services and facilities provided by the Grantee will be available to the general public and will be provided only within the Matanuska-Susitna Borough.

D. All investment income and program generated revenues earned with funds awarded in this grant agreement are considered program income and may be used by the

Grantee only for the Program Description/Activities described in Exhibit "A" of this agreement. The amount of money earned and how it is spent must be reported to the Borough.

E. Grant funds made available to the Grantee under this agreement may not be used for expenses or obligations incurred by the Grantee before the effective date of July 1, 2022.

F. No claim for services, functions or other actions performed in addition to those specifically described in Exhibit "A" of this agreement shall be allowed by the Borough. However, the Grantee may at its own expense provide such other services or perform such other functions as are appropriate and consistent with this agreement.

G. The Borough shall pay the Grantee for its actual or accrued expenditures reasonably incurred to perform under this agreement, to the extent the expenditures conform with Exhibit "A" of this agreement and represents the Borough's share of total allowable costs and constitute allowable costs under applicable Federal, State and Borough standards. If the Grantee does not use Borough funds in accordance with this Subsection, the Grantee shall return those funds to the Borough.

H. The Grantee shall establish uniform purchasing practices and procedures for the procurement of goods and services. The practices and procedures shall provide that:

1. for purchases of non-expendable personal property, or for the award of a contract with a value of \$300 or more, the Grantee will require three competitive price quotations from potential suppliers; and

2. the Grantee will retain written records of price quotations in accordance with 7 AAC 78.250 and will include in the written records:

- a. specifications;
- b. suppliers' names and addresses; and
- c. the prices quoted.

I. Written approval must be obtained from the Borough prior to expending grant funds for:

1. Travel outside the Borough;
2. Out-of-town consultants;
3. Capital purchases with a unit value exceeding \$500,000; and
4. Subcontracts.

J. No funds made available to the Grantee under this agreement may be used for:

1. Purchase of automobiles, vans, buses, or other transportation equipment;
2. Losses from bad debts;
3. Contributions to contingency reserves or miscellaneous funds;
4. Contributions, donations, or dues to any organization;
5. Entertainment costs;
6. Fines and penalties;
7. Interest on borrowing, financing or refinancing costs and related legal or professional fees;
8. Legal fees, except for the direct benefit of service recipients;

9. Indirect or percentage overhead costs except as directly charged to grant activities funded;
10. Costs associated with lobbying at local, state, or federal levels or other political activities; and
11. Costs of promoting or opposing unionization.

SECTION 6. FINANCIAL MANAGEMENT SYSTEM

A. The Grantee shall establish and maintain a financial management system conforming to generally accepted accounting principles.

B. The financial management system shall:

1. Provide accurate, current and complete disclosure of all financial transactions relating to this grant agreement;
2. Maintain separate accounts by source of funds for all revenues and expenditures. Identify the source and application of funds for the Grantee's performance under this agreement, including information pertaining to subcontracts, obligations, unobligated balances, assets, liabilities, outlays and income;
3. Effectively control and account for all Borough funds and property;
4. Compare actual or accrued expenditures with budgeted amounts and compare financial information to performance or productivity data where applicable;
5. Maintain Policies and Procedures that provide for accurate accounting and proper management of all grant funds in accordance with Section 5;
6. Minimize the time between receipt of funds from the Borough and their disbursement by the Grantee;
7. Provide accounting records supported by source documentation;
8. Maintain procedures to bill clients for services received. These procedures must ensure that charges are reasonable, appropriate, and approved by the Grantee's governing authority; and
9. Provide a systematic method assuring the timely and appropriate resolution of audit finding and recommendations.

SECTION 7. REPORTING AND AUDITS

A. The Grantee will submit, by email to the Grants Coordinator, on forms provided by the Borough, a Quarterly Program Activity and Financial Reports (Part A and Part B). Reports are due no later than 4:00P, on the following schedule:

1. 1st & 2nd Quarter reports - Friday January 13, 2024.
2. 3rd Quarter report - Friday April 14, 2024. 3rd Quarter reporting **MUST specify** if the Grantee is on track to fully expend the grant funding, and if NOT, should include payment for the anticipated amount that WILL NOT be spent, to allow for the Borough to reallocate the funding to other sub-grantees.

3. 4th Quarter Final report - Friday, July 14, 2024.

B. Upon expiration of the grant agreement, the Grantee will comply with Section 7.A.3., above, by submitting the final financial report, and returning any unspent funds. All corrections to previous reports, not already provided, must be included in the final report. If the final report is not received by July 14, 2024, the Grantee WILL NOT be eligible for funding under the 2025 program.

C. The Borough reserves the right to alter the reporting requirements and the payment schedule of the Grantee based on the overall performance of the Grantee agency. The Borough will notify the Grantee agency in writing of any changes in the reporting or billing requirements.

D. Upon request and within a reasonable time, the Grantee shall provide such other information, reports and access to all records relating to its activities under this grant to the Borough in such from and at such time as the Borough may reasonably require.

E. During normal business hours the Grantee shall permit the Borough to audit, examine and make excerpts or transcripts from such records, and to make audits of all reports, materials, payrolls, personnel records and other data relating to all matters covered by this agreement. The Administrator may authorize individuals to audit, review, monitor and evaluate all financial and programmatic records of the Grantee to determine compliance with the terms and conditions contained in this agreement. The audits and inspection of records authorized by this section shall include, but will not be limited to, a review of the organization, general management, financial management, case management, treatment process, and physical facility. A written document(s) outlining minimum operating policies and procedures for the program(s) covered by this agreement must be available for review. Any denial or failure by the Grantee to permit the Borough access to any and all records and documents set forth in Sections 6, 7, and 8, including but not limited to, reports, materials, payrolls, personnel records, financial information, operating policies and procedures and any other management records shall be deemed a material breach of the Grant agreement. ***This does not includes any client specific confidential or HIPAA information.***

F. The Grantee will retain for a period of five (5) years after completion of all projects funded under this grant all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to matters covered by this agreement.

G. The Grantee must comply with state regulation 02 AAC45.010 Section (b) on audits of state financial assistance.

H. If any audit by or on behalf of the Borough has begun but has not been completed at the end of the five-year period or if audit findings have not been resolved at the end of the five-year period, the Grantee shall retain the records described in subsection D of this section until the audit findings are resolved.

I. Upon request and within a reasonable time, the Grantee shall make available for examination all of its records relating to the existence, operation, contrail and directorate of the Grantees subsidiaries, sister corporations, partnerships or any related business entities. Such

records shall be retained by the Grantee for a period ending five years after termination of the grant agreement.

J. The Grantee will fully cooperate with the grants and contracts sections, as well as all Borough planning, evaluations and program coordination efforts.

K. If an independent, Borough or state audit finding indicates exceptions for unallowable costs, then a plan for reimbursement shall be submitted to the Borough within thirty day of audit findings.

SECTION 8. RECORDS MANAGEMENT

A. If for any reason the Grantee ceases operations under this agreement before the end of any record retention period in the section, all records described in section 7 subsection D shall be delivered to the Borough.

B. If the Grantee fails to protect its records adequately from fire, theft, damage, deterioration or any other type of loss during any retention period in the section, the Borough may take custody of any records described in section 7 subsection D that the Borough believes to be inadequately protected.

C. The Grantee shall maintain written policies and procedure that address the confidentiality of client information. These procedures shall include, but not be limited to:

a. The conditions and requirements for release of information, and describe the method of informing the client of how this release of information may be revoked when and if the client so needs;

b. the process for informing the clients of their right to confidentiality; and

c. the description of regulations that apply and a process for allowing access to client information by authorized representatives of the Borough for the purpose of monitoring/auditing program activities funded under this grant agreement.

D. For all school-aged childcare (SACC) services, the Grantee shall maintain a written description of the safety procedures in effect and the method(s) used to record injuries. All injuries are to be recorded by type and frequency. This information is to be kept by each site where SACC services are offered.

SECTION 9. INSURANCE

A. The Grantee shall provide and maintain Insurance, with the applicable Coverage and Limits as described in Exhibit "C"

B. The Grantee will submit proof of insurance in a form acceptable to the Borough. Each policy, if insurance is required by this section, shall provide for no less than thirty days' advance notice to the Borough prior to cancellation. The Matanuska-Susitna Borough shall be named as an additional insured for purposes of this grant on all liability insurance policies except worker's compensation and professional liability.

C. General liability and automobile policies shall be endorsed to waive all rights of subrogation against the Matanuska-Susitna Borough by reason of any payment made for claims

under the above coverage. This policy endorsement should accompany each Certificate of Insurance.

SECTION 10 PERMITS, LAWS AND TAXES

A. The Grantee shall acquire and maintain in good standing all permits, licenses and other entitlements necessary to its performance under this agreement. A business license issued by the State of Alaska, Department of Commerce, and a Matanuska-Susitna Borough Business license are required. All actions taken by the Grantee under this agreement shall comply with all applicable laws, statutes, ordinances, rules and regulations. The Grantee shall pay all taxes pertaining to its performance under this agreement.

SECTION 11 ASSIGNMENTS AND SUBCONTRACTS

A. Unless otherwise allowed in writing by the Borough, any assignment by the Grantee of its interest in any part of this grant or any delegation of duties under this agreement shall be void, and any attempt by the Grantee to assign any part of its interest or delegate its duties under this agreement shall give the Borough the right to immediately terminate this agreement without any liability for any actions performed by the Grantee.

B. The Grantee may enter into subcontracts to purchase goods and services necessary to its performance under this agreement, provided that the Grantee and subcontractor comply with the requirements of this Section.

C. The Grantee shall have established written procedures for the selection of a subcontractor that comply with requirements of Section 14.

D. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore and comply with requirements of Sections 5 and 14.

E. Every subcontract in an amount exceeding \$1,000.00 shall require retention of and reasonable access to business records of the subcontractor relating to the purchase of goods or services under the subcontract.

SECTION 12. INDEMNITY

A. The Grantee shall indemnify, defend, save, and hold the Borough harmless from any and all claims, lawsuits, or liability, including attorney's fees and costs, allegedly arising out of, in connection with, or incident to any loss, damage or injury to persons or property occurring during the course of or as a result of the Grantee's or any subcontractor's performance pursuant to this Grant.

SECTION 13. PUBLICATION, REPRODUCTION AND USE OF MATERIALS

A. Except as otherwise provided herein, all data, documents and materials produced by the Grantee under this agreement shall be the property of the Borough, which shall retain the exclusive right to publish, disclose, distribute and otherwise use, in whole or in part, any such data, documents or other material. Exclusive rights shall not be attributed to portions of such materials presently in the public domain or which are not subject to copyright. This section does not include any data protected by confidentiality or by Federal laws.

SECTION 14. UNALLOWABLE ACTIVITIES

A. DISCRIMINATION:

1. The Grantee shall not unlawfully discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, sex, or marital status or who is a “qualified individual with a disability” (as that phrase is defined in the Americans with Disabilities Act of 1990). The Grantee will take affirmative action to ensure that applicants are employed and the employees are treated during employment without regard to their race, color, religion, or mental or physical impairment/disability. Such action shall include, without limitation, employment, upgrading, demotion or transfer, recruitment or recruiting advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The Grantee agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

2. The Grantee shall state, in all solicitations or advertisements for employees to work under the grant agreement, that all qualified applications will receive consideration for employment without regard to race, color, religion, national origin, ancestry, age, sex, marital status, mental or physical impairment/disability.

3. The Grantee shall include the provisions of subsection 1 through 3 of this section, in every subcontract or purchase order under this grant, so as to be binding upon every such subcontractor or vendor of the Grantee under this agreement.

4. The Grantee shall comply with all applicable Federal, State and Borough laws concerning the prohibition of discrimination.

B. CONFLICT OF INTEREST:

1. No member of any board shall cast a vote on any matter which could financially benefit such member, or any organization such member could represent.

2. Each agency shall avoid organizational conflict of interest, and all personnel shall avoid conflict of interest and appearance of conflict of interest in activities involving the procurement of grant funds.

3. No funds shall be paid to any non-governmental individual, institution or organization to conduct an evaluation of the grant if such individual, institution or organization is associated with the grant as a consultant or technical advisor.

C. KICKBACKS:

1. No officer, employee or agent of any agency shall solicit or accept gratuities, favors, or anything of monetary value from any actual or potential sub recipient, contractor or other individual served through the grant.

D. ADMINISTRATION:

1. All non-profit agencies must establish and adhere to a written policy stating that an employee of the Grantee may not be a member of the Grantee’s governing board.

E. POLITICAL PATRONAGE:

1. There shall be no selection of vendors or contractors based on political patronage or affiliation.

2. The Grantee agrees that it shall not expend any Borough funds for the support, opposition, or endorsements of candidate(s) for any state, Borough, or city office, or endorse or oppose any candidate(s) for any state, Borough, or city office even if such endorsement or opposition does not require expenditure of funds. The Grantee understands that after a determination by the Borough that a violation of this prohibition has occurred, it shall result in forfeiture of all unexpended funds for the year in which the violation occurs and may result in the required repayment of any expended funds for the year in which the violation occurs, and the ineligibility for any Borough funds for the following fiscal year.

F. LIMITATIONS ON RELIGIOUS ACTIVITIES: The Grantee agrees that if it represents that it is, or may be deemed to be, a religious or denominational institution or organization or an organization operated for religious purposes which is supervised or controlled by or in connection with a religious or denominational institute or organization, that in connection with all services provided under this grant agreement:

1. It will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion;

2. It will not discriminate against any person applying for such services on the basis of religion and will not limit such services or give preference to persons on the basis of religion.

SECTION 15. TERMINATION

This grant may be terminated:

A. By mutual consent of the parties expressed in writing.

B. By the Borough when an audit report on a previous grant to the Grantee by the Borough reveals ineligible expenditures by the Grantee and the Grantee has not reimbursed the Borough for the full amount of the ineligible expenditures.

C. For cause, by either party where the other party fails in any material way to perform its obligations under this agreement. Termination under this paragraph is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds for termination, and the other party fails to cure the default within thirty (30) days after receiving the notice.

D. For the convenience of the Borough, provided that the Borough notifies the Grantee in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.

SECTION 16. DUTIES UPON TERMINATION

A. If the Grantee's services are terminated, the Borough may, at its option, take possession of any finished or unfinished documents or materials prepared by the Grantee under this agreement.

B. ALL advanced funding, minus approved costs, shall be repaid to the borough within 30 days of agreement termination

C. If the Grantees services are terminated, neither party may claim compensation under this agreement not allowed under this section.

D. If a final audit has not been performed before the Grantees services are terminated, the Borough may recover any costs disallowed as a result of the final audit.

E. Except as provided in this section, termination of the Grantees services under Section 15 does not affect any other right or obligation of a party under this agreement.

SECTION 17. DUTIES UPON EXPIRATION

A. Upon expiration of the grant agreement, no unencumbered funds may be expended by the Grantee. In addition to the final reports required by section 7A, the Grantee will promptly refund to the Borough any unencumbered balance of grant funds paid to the Grantee or otherwise dispose of said funds as the Borough may direct.

SECTION 18. NON-WAIVER

A. The failure of the Borough at any time to enforce a provision of this agreement shall in no way constitute a waiver of the provision, nor in any way affect the validity of this agreement or any part hereof, or the right of the Borough thereafter to enforce each and every provision hereof.

SECTION 19. NOTICES

A. Any notice required pertaining to the subject matter of this grant shall be personally delivered, send via email, or mailed* by prepaid first class registered or certified mail, return receipt requested to the following addresses, and is effective upon receipt or five (5) days after proper posting :

Matanuska-Susitna Borough:

Pamela Graham, Grants Coordinator; EMAIL: Pam.Graham@matsugov.us

Finance Department

350 E. Dahlia Avenue

Palmer, Alaska 99645

Grantee

Name, Title

Agency

Address

SECTION 20. RELATIONSHIP OF PARTIES

A. The Grantee shall perform its obligations hereunder as an independent contractor of the Borough. The Borough may administer the grant and monitor the Grantee's compliance with its obligation hereunder. The Borough shall not supervise or direct the Grantee other than as specifically provided in this agreement.

SECTION 21. JURISDICTION

A. Any civil action arising from this agreement shall be brought in the Superior Court, Third judicial District, of the State of Alaska at Palmer. The Laws of the State of Alaska shall govern the rights and duties of the parties under this agreement.

SECTION 22. INTEGRATION

A. This agreement and all appendices and modifications hereto embody the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this agreement shall supersede all previous communications, representations or agreements, either oral or written, between the parties hereto. The parties may modify this agreement only in writing and a written copy, signed by both parties, shall be attached and become part of this agreement.

SECTION 23. MODIFICATION

A. This grant agreement shall only be modified or changed in writing, and be executed by authorized representatives of the parties.

B. For the purposes of modifications to the approved grant agreement, the authorized representative of the parties are:

Grantee: Board Officer or Authorized Designee

Borough: Borough Manager or Authorized Designee

C. For the purposes of any modification or change to the terms and conditions of this agreement, the Grantee must request any modification in writing and the Borough must receive this request prior to the final 90 days of the grant agreement.

D. Any attempt to modify or change this grant agreement by either an unauthorized representative or unauthorized means shall be void.

SECTION 24. SEVERABILITY

A. Any provision of this grant agreement decreed invalid by a court of competent jurisdiction shall not invalidate the remaining provisions of the grant agreement.

IN WITNESS WHEREOF, the parties have executed this agreement as of the dates shown below:

MATANUSKA-SUSITNA BOROUGH

GRANTEE

Michael Brown
Borough Manager
Date: _____

Name:
Title:
Date: _____

FUND CERTIFICATION

Funds Available:
State Portion: 475.000.000 449.500
MSB Portion: 475.000.000 449.500
Budget Year FY2024 State Grant

MSB Accounting Office Date: _____

EXHIBIT "A"

SECTION 1. PROGRAM DESCRIPTION/ACTIVITIES

Grantee shall provide the Critically Needed Essential Health and Social Services as described in the Matanuska-Susitna Borough Human Services Community Matching Grant application submitted by the Grantee agency. (Copy of submittal available upon request)

SECTION 2. PROJECT BUDGET

MSB Project Number:

State Grant Funds

MSB Matching Funds

Total Grant Budget

Exhibit "A" Sections 1 and 2 are subject to revision by Grantor and Grantee as mutually agreed upon by prior written amendment. If Grantee has any questions as to whether an expenditure is appropriate for reimbursement, ask before committing to the expense.

Exhibit "B"

State Grant Assurances

By submitting a proposal, an applicant accepts all terms and conditions of the Request for Proposals (grant solicitation documents, including all appendices, attachments and guidelines identified therein; 7 AAC 78, and any other applicable statutes or regulations, State or Federal); as well as the terms and conditions of any grant awarded by the Department of Health and Social Services (DHSS). If a grant is awarded, the aforementioned documents, including these assurances and the applicant's proposal, become the provisions of the grant agreement by which the applicant will be bound. The applicant shall comply with the following:

1. Applicant declares and represents that it is eligible to receive a grant under 7 AAC 78.030.
2. An applicant awarded a grant shall maintain sufficient insurance to hold the State harmless and agrees to: the provision of workers' compensation insurance, for which the policy must waive subrogation against the State; the provision of comprehensive general liability insurance; the provision of liability insurance if automobiles are used for the purpose of this grant program; and the provision of professional liability insurance when applicable to the services performed under the grant.
3. Compliance with 7 AAC 78.130(a) which includes the requirements of: the Civil Rights Act of 1964 (42 U.S.C. 2000d); the Drug Free Workplace Act of 1988 (41 U.S.C. 701-707); and the Americans with Disabilities Act of 1990 (41 U.S.C. 12101-12213); and with all other applicable state or federal laws preventing discrimination.
4. Compliance with the requirements of 7 AAC 78.130(b) for establishment and adherence to procedures for processing complaints alleging discrimination.
5. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Department of Labor must be contacted directly with any questions.
6. Compliance with AS 18.80.220 and 7 AAC 78.120 and other federal and state laws and regulations preventing discriminatory employment practices.
7. Compliance with the Health Insurance Portability & Accountability Act of 1996, the Health Information Technology for Economical and Clinical Health Act of 2009, and 45 C.F.R. 160 and 164, if applicable, and other federal and state requirements for safeguarding information, preserving confidentiality and for the secure transmission of all records, whether electronic or not, to DHSS. Any information about DHSS clients that is obtained or developed under grant funds is confidential. Client information cannot be released without the written authorization of DHSS, except as permitted by other state or federal law.
8. Notify DHSS within 24 hours of any suspected or actual breach of security, intrusion or unauthorized access, use or disclosure of DHSS client information. Take prompt corrective action to cure any deficiencies that result from breaches of security, intrusion or unauthorized access, use or disclosure of DHSS client information.
9. Provide state officials, or a third party contractor hired under 7 AAC 78.240, access to financial and program records of the grant project.
10. Maintenance of financial and program records for audit; and compliance with 7 AAC 78.230, or the State Single Audit regulations per 2 AAC 45 and applicable federal audit requirements.
11. Ensure that grant funds will not be used for lobbying or fund raising; or any other costs prohibited by law or by the terms of the grant agreement.
12. According to the terms of the Grant Agreement, and upon request of the DHSS, timely submission of complete and correct project fiscal reports, progress narratives, data and other grant project reports and updates.
13. Compliance with AS 47.05.300-390 and 7 AAC 10.900-990. Compliance includes ensuring that each individual associated with the grantee in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the Department of Health and Social Services, Division of Health Care Services, Background Check Program ("BCP") before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal

history check please visit <http://dhss.alaska.gov/dhcs/Pages/cl/bgcheck/default.aspx> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free).

14. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults.
15. Any publications, printed materials, or electronic media developed under the grant will give credit to the appropriate Division of the Alaska Department of Health and Social Services; and that any materials and media developed or property purchased with grant funds are the property of the State of Alaska, unless otherwise agreed to by both parties in the terms of the grant agreement.
16. Applicants providing Medicaid reimbursable services will have a Medicaid Provider Number, or apply to obtain one, and will seek Medicaid reimbursement for all eligible services.
17. Facilities proposed for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access. Grantees providing residential and/or critical care services to clients of DHSS shall have an emergency response and recovery plan, approved by the agency's board of directors; that provides for safe evacuation, housing and continuing services in the event of flood, fire, earthquake, severe weather, prolonged loss of utilities, or other emergency that presents a threat to the health, life or safety of clients in their care.
18. Grantee shall have established purchasing practices and procedures for the use of grant funds that are compliant with 7 AAC 78.270; and agrees to the provisions of 7 AAC 78.280 in the management of property acquired with money received from the grant.
19. Grantee will comply with 7 AAC 78.160(h) and (i) for travel when utilizing Department grant money (as defined in 7 AAC 78.950).
20. By submitting a proposal for this grant, an applicant certifies their ability to meet the administrative and reporting requirements of this grant program.
21. By submitting a proposal, an applicant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving any grant assistance by any State or Federal department or agency.
22. By submitting a proposal, an applicant agrees that it will register health and social services programs provided by the applicant agency with United Way 2-1-1- Get Connected, Get Answers at <http://www.alaska211.org/>.
23. Within 30 days of the start of the grant, or within 30 days of the date of hire, all new grantee staff engaged in the delivery or administration of services supported in whole or in part by the grant, to which these assurances are appended, will complete the DHSS Civil Rights training provided online at (<https://learn.dhss.alaska.gov/login/index.php>.) and maintain certificate of completion at the agency.

I, the undersigned, having the authority to negotiate, execute and administer any and all documents and contracts required for granting funds to the (Name of Applicant Organization) and managing funds on behalf of this organization, including any subsequent amendments to the grant agreement, hereby assure the Department of Health and Social Services that, should my organization receive funding for the (Program Name) grant program, it will comply with all assurances given herein and that documentation to verify these assurances will be made available to DHSS upon request.

Signature and Title of Authorized Representative

Date

Exhibit "C"

Insurance Requirements for MSB Grantees

Grantee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Grantee, his agents, representatives, employees or sub Grantees.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of the Agreement to create in the public or any member thereof a third party benefit hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

It is highly recommended that the Grantee confer with their respective insurance companies or brokers to determine if their insurance program complies with the Borough's Insurance requirements.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 (or most current state equivalent approved form) \$1,000,000 per occurrence which shall include but not be limited to:
 - Products and Completed Operations
 - Premises and Operations
 - Independent Contractors
 - Personal/Advertising Injury

If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04 or most current state equivalent approved form) or the general aggregate limit shall be twice the required occurrence limit.

2. **Business Automobile Liability:** ISO Form Number CA 00 01 covering any auto (Symbol 1), or if Grantee has no owned autos, hired, (Symbol 8) and non-owned autos (Symbol 9), with a combined single limits no less than \$1,000,000 per accident, for bodily injury and property damage.
3. **Workers' Compensation & Employee Liability:** as required by the State of Alaska, with Statutory Limits. Grantee shall carry Employers' Liability insurance, regardless of whether such coverage or insurance is mandatory or merely elective under the law, with limits of not less than:

\$1,000,000 Bodily Injury by Accident – Each Accident Limit

\$1,000,000 Bodily Injury by Disease – Policy Limit
\$1,000,000 Bodily Injury by Disease – Each Employee.

If the organization has no employees, please see the waiver request process listed under “other insurance provisions” below.

4. **Professional Liability (Errors and Omissions) and/or Medical Malpractice (*Only required of recipients whose normal operations include professional services*):** Insurance appropriate to the Grantee’s profession, with limit no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Any entity hired to perform professional services as a part of this Agreement shall maintain professional liability coverage. If written on a Claims Made Form: The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grantee must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.
5. **Medical Malpractice (*Only required of recipients whose normal operations include healthcare services*):** Insurance appropriate to the Grantee’s profession, with limit no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. Any entity hired to perform healthcare services or any personnel providing direct/indirect patient care as a part of this Agreement shall maintain Medical Malpractice Liability coverage. If written on a Claims Made Form: The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grantee must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.
6. **Sexual Abuse and Molestation Liability (SAM) (*If the program includes direct supervision or regular contact with vulnerable populations; for example: children, special needs, impaired, and/or senior citizens*):** \$1,000,000 per claim. Sexual Molestation Liability coverage will be provided on a Claims Made Basis. The retroactive date must be shown, and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least three (3) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Grantee must purchase “extended reporting” coverage for a minimum of three (3) years after completion of work.

If the Grantee maintains broader coverage and/or higher limits than the minimums shown above, the Borough requires and shall be entitled to the broader coverage and/or the higher limits

maintained by the Grantee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Borough.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status

The Borough, its Administrator, officers, officials, employees and volunteers shall be covered as additional insured as respects: liability arising out of activities performed by or on behalf of the Grantee; products and completed operations of the Grantee premises owned, occupied or used by the Grantee or automobiles owned, leased, hired or borrowed by the Grantee. The coverage shall contain no special limitation on the scope of protection afforded to the Borough, its Administrator, officers, officials, employees, and volunteers. General liability coverage can be provided in the form of an endorsement to the Grantee's insurance (at least as broad as ISO Form CG 20 10, CG 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used; or most current state approved form or its equivalent). The name and address for Additional Insured endorsements and Certificates of Insurance is:

Matanuska-Susitna Borough
Attn: Finance/Risk Administration
350 E. Dahlia Ave.
Palmer, AK 99645

Primary Coverage

For any claims related to this contract, the Grantee's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13(or most current state equivalent approved form) as respects the Borough, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Borough, its officers, officials, employees, or volunteers shall be excess of the Grantee's insurance and shall not contribute with it. The Grantee's insurance shall apply separately to each insured against whom the claim is made or suit is brought, except with respect to the limits of the insurer's liability. Any lapse in insurance coverage, any change that restricts, reduces insurance provided, or changes name of insured without Borough approval is a material breach of this agreement, which shall result in immediate termination of the agreement.

Excess Insurance

Excess Liability policies are allowable to meet the minimum required limits if: the policies have coverage periods concurrent with primary policies; and, the excess policies follow the provisions of the underlying policies (follow form).

If excess insurance is used to meet limits, a copy of the applicable policies must be provided for review by the Borough Risk Manager. This is to ensure excess policies do not contain exclusion provisions that reduce coverages and limits.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days' notice to the Borough.

Waiver of Subrogation

Grantee hereby grants to Borough a waiver of subrogation, which any insurer may acquire against the Borough, its officers, officials, employees, and volunteers for recovery of damages to the extent these damages are covered by the Commercial General Liability, Business Automobile and/or Workers' Compensation policies. Grantee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation but this provision applies regardless of whether or not the Borough has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Borough for all work performed by the Grantee, its employees, agents, and subcontractors.

Subcontractors

Grantee shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor carrying the same lines of insurance as the Grantee, as applicable to the services being performed. Grantee shall ensure that Borough is an additional insured on insurance required from subcontractors. For CGL coverage subcontractors shall provide coverage with a format least as broad as CG 20 38 04 13 (most current state approved form or its equivalent).

Waiver Request

A request for a waiver for not carrying a specific type of required insurance must be made on official letterhead to the Grants Administrator, with appropriate supporting documentation if applicable, including a description of circumstances sufficient to show why compliance is impossible. Grantee shall submit: a) certificate of insurance; and b) a letter requesting a waiver if certificate does not show evidence of a particular required insurance. Upon review/evaluation from the Borough's Office of Risk Management, Grant Administrator will inform Grantee of the approval or denial of a waiver request, or request additional information or documentation as necessary.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Borough. The Borough may require the Grantee to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Borough.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the State of Alaska with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Borough.

Verification of Coverage

Grantee shall furnish the Borough with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Borough before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Grantee's obligation to provide them. Required Evidence of Insurance shall be submitted for any renewal or replacement of a policy that already exists, at least ten (10) days before expiration or other termination of the existing policy. Grantee shall provide immediate written notice if: (1) any of the required insurance policies are terminated; (2) the limits of any of the required policies are reduced; or (3) the deductible or self-insured retention is increased. The Borough reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances

Borough reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.