


SUBJECT: ACCEPTING AND APPROPRIATING \$304,249.00 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: September 6, 2022




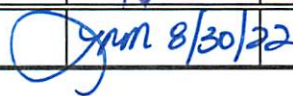

ASSEMBLY ACTION:

Adopted without objection

9-27-22 

MANAGER RECOMMENDATION: Introduce and set for public hearing.

APPROVED BY MICHAEL BROWN, BOROUGH MANAGER: 

Route To:	Department/Individual	Initials	Remarks
	Originator - P. Graham		
	Finance Director		
	Borough Attorney		
	Borough Clerk		

ATTACHMENT (S) : Fiscal Note: YES ☒ NO ☐

Award Email (2 pp)

Sample Sub-Grantee Agreement (16 pp)

Ordinance Serial No. 22-096 (2 pp)

Resolution Serial No. 22-077 (4 pp)

SUMMARY STATEMENT:

The Matanuska-Susitna Borough was awarded a Human Services Community Matching Grant (HSCMG) in the amount of \$304,249.00 from the State of Alaska Department of Health and Social Services, to provide funds for essential health services and treatment programs within the Matanuska-Susitna Borough.

Along with this award the Borough is required to provide a 30% cash match to supplement the grant funds. This year the Borough's 30% cash match requirement is \$130,393. The fiscal year 2022 capital budget included \$150,000 as match for this project, it is our intentions to use \$130,393 of this funding to meet the required match.

The grant funds are combined with the borough's cash match and are allocated by the Assembly to non-profit agencies serving borough residents through the recommendations of the Health and Social Services Board.

SUB-GRANTEE APPLICATION PROCESS:

The sub-grantee application process was open for 45 days, closing on July 15, 2022. This 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.

AGENCY	PROGRAM	AMOUNT REQUESTED
Alaska Legal Services	Mat-Su Borough Families at Risk	\$50,000.00
My House	MY House Navigation & Housing Case Management	\$50,000.00
CCS Early Learning	Head Start and Early Head Start Family Advocacy and Education	\$50,000.00
Wasilla Area Seniors	Nutrition Program	\$50,000.00
United Way	Youth 360	\$50,000.00
Kids Kupboard	Mobile Child Feeding	\$50,000.00
Set Free Alaska	Crisis Residential Stabilization Services	\$50,000.00
The Children's Place	The Children's Place Crisis Response	\$50,000.00
Mat-Su Senior Services	Mat-Su Senior Services	\$50,000.00
Sunshine Transit	Sunshine Transit Services	\$50,000.00
Valley Charities	Mat-Su Coalition on Housing and Homelessness	\$36,000.00
Nine Star Education & Employment	Net2Ladder: Homeless Prevention & Economic Self-Reliance	\$50,000.00
Mat-Su Food Bank	Food Pantry of Wasilla, Food 4 Kids	\$50,000.00
Mat-Su Health Services	Bridgeway Support	\$50,000.00
Boys and Girls Clubs	A Formula for Impact: Standing Up to Substance Abuse, Depression, & Suicide by Developing Youth Assets	\$50,000.00

AGENCY	PROGRAM	AMOUNT REQUESTED
Sunshine Clinic	Community Health: Behavioral Health Preventative Services	\$50,000.00
Red Cross	Home Fire Campaign	\$25,000.00
Northgate Alaska	iAMSOMEBODY	\$50,000.00
Reach 907	R907 Community Recovery Support Services	\$50,000.00
Alaska Addiction Rehabilitation Services	Hay Expansion Project	\$50,000.00
Salvation Army	Mat-Su Corps	\$50,000.00
Blood-n-Fire	Blood n Fire Food Pantry	\$35,000.00
	GRAND TOTAL REQUESTED	\$1,046,000.00
	State Grant	\$304,249.00
	Borough Match portion	\$130,393.00
	TOTAL available funding	\$434,642.00

The initial review of the applications by the Grants Coordinator, resulted in two applications being removed from consideration, both agencies were found to be ineligible. One agency, Reach 907, was found to be ineligible due to their current structure. Staff confirmed that they are unable to comply with 7 AAC 78.170, as stated on their applications, and therefore they were removed from consideration.

The second agency, Alaska Addiction Rehabilitation Services, did not submit a narrative that addressed each of the required items, and they proposed a project that does not meet the requirements of this grant program. The application indicated the funding would be used for farm equipment, and while their Nugen's Ranch program does generally fit under this grant, the short narrative and proposed uses of the funding clearly does not.

HEALTH AND SOCIAL SERVICES BOARD ACTION

The Health and Social Services Board met on August 18, 2022, to determine funding recommendations under this program.

The board members were provided a completed copy of all 22 grant applications along with the scoring information from all the individual scorers. Staff also provided them the information on missing items in three of the agency applications, so the board could determine eligibility at their meeting. Northgate Alaska, and Blood-n-Fire, were each missing the required Financial Report completed by an outside agency, they are small organizations that are not required to complete audits, and do not have financial

reports from an outside agency. Salvation Arms, did not include the first 2 pages of the 990 form, they are not required to have one, and therefore were unable to provide it. The Health and Social Services Board, determined at their meeting on August 18, 2022, that given the information provided they met the intent of the requirements and therefore are eligible.

After considerable discussion the board determined that any application with an average score of 60 or less would not receive funding. They also determined that the need is so great right now, that the remaining nineteen applications would all receive partial funding, with those that scored highest receiving a little more than the others.

Avg Score	AGENCY	PROGRAM	AMOUNT REQUESTED	Board Recommended Funding
92	Alaska Legal Services	Mat-Su Borough Families at Risk	\$50,000.00	\$41,548.00
91	My House	MY House Navigation & Housing Case Management	\$50,000.00	\$41,547.00
90	CCS Early Learning	Head Start and Early Head Start Family Advocacy and Education	\$50,000.00	\$41,547.00
86	Wasilla Area Seniors	Nutrition Program	\$50,000.00	\$25,000.00
85	United Way	Youth 360	\$50,000.00	\$25,000.00
84	Kids Kupboard	Mobile Child Feeding	\$50,000.00	\$25,000.00
83	Set Free Alaska	Crisis Residential Stabilization Services	\$50,000.00	\$25,000.00
83	The Children's Place	The Children's Place Crisis Response	\$50,000.00	\$25,000.00
80	Mat-Su Senior Services	Mat-Su Senior Services	\$50,000.00	\$25,000.00
79	Sunshine Transit	Sunshine Transit Services	\$50,000.00	\$25,000.00
76	Salvation Army	Mat-Su Corps	\$50,000.00	\$15,000.00
74	Valley Charities	Mat-Su Coalition on Housing and Homelessness	\$36,000.00	\$15,000.00

Avg Score	AGENCY	PROGRAM	AMOUNT REQUESTED	Board Recommended Funding
73	Nine Star Education and Employment	Net2Ladder: Homeless Prevention & Economic Self-Reliance	\$50,000.00	\$15,000.00
70	Mat-Su Food Bank	Food Pantry of Wasilla, Food 4 Kids	\$50,000.00	\$15,000.00
69	Northgate Alaska	iAMSOMEBODY	\$50,000.00	\$15,000.00
69	Blood-n-Fire	Blood n Fire Food Pantry	\$35,000.00	\$15,000.00
68	Mat-Su Health Services	Bridgeway Support	\$50,000.00	\$15,000.00
67	Boys and Girls Clubs	A Formula for Impact: Standing Up to Substance Abuse, Depression, & Suicide by Developing Youth Assets	\$50,000.00	\$15,000.00
64	Sunshine Community Health Center	Community Health: Behavioral Health Preventative Services	\$50,000.00	\$15,000.00
		TOTAL	\$921,000.00	\$434,642.00

RECOMMENDATION OF ADMINISTRATION: Adopt the legislation as presented.

MATANUSKA-SUSITNA BOROUGH
FISCAL NOTE

Agenda Date: September 6, 2022

SUBJECT: ACCEPTING AND APPROPRIATING \$304,249.00 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.

ORIGINATOR: Pamela Graham, Grants Coordinator

FISCAL ACTION (TO BE COMPLETED BY FINANCE)	FISCAL IMPACT <u>(YES)</u> NO
AMOUNT REQUESTED <u>\$434,642</u>	FUNDING SOURCE <u>Grant, Budgeted Match</u>
FROM ACCOUNT # <u>475.00.00 4xx.xx x (\$130,393 match)</u>	PROJECT <u>20402-1800</u>
TO ACCOUNT: <u>475.00.00 3xx.xx x</u>	PROJECT # <u>20402</u>
VERIFIED BY: <u>Kim Winkler</u>	CERTIFIED BY:
DATE: <u>8-22-22</u>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2021	FY2022	FY2023	FY2024	FY2025	FY2026
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL						
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund						
State/Federal Funds			<u>304.2</u>			
Other			<u>130.4</u>			
TOTAL			<u>434.6</u>			

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: _____ PHONE: _____
 DEPARTMENT: Cherylne Hurd DATE: 8/22/20
 APPROVED BY: _____ DATE: _____

Pam Graham

From: Mike Brown
Sent: Monday, August 15, 2022 8:43 AM
To: Pam Graham
Subject: FW: Notification of Award 165-231-23001

FYI

Mike Brown – Borough Manager
Matanuska-Susitna Borough
(907) 861-8689
mike.brown@matsugov.us

From: Jennifer Messing <jennifer.messing@alaska.gov>
Sent: Monday, August 15, 2022 7:58 AM
To: Mike Brown <Mike.Brown@matsugov.us>
Cc: Cheyenne Heindel <Cheyenne.Heindel@matsugov.us>
Subject: Notification of Award 165-231-23001

[EXTERNAL EMAIL - CAUTION: Do not open unexpected attachments or links.]

Dear Mike Brown:

I am pleased to inform you that your agency has been awarded Human Services Community Matching Grants grant funds from the Department of Health & Social Services (DHSS) for FY2023. Execution of your grant award is contingent upon available funding and an approved operating budget. DHSS is offering the grant award in the amount of \$304,249.00 for services offered beginning 7/1/2022 through 6/30/2022.

Responses included in this award:

- Human Services Community Matching Grants

To view the grant award, terms and conditions, and milestones, log into GEMS using your myAlaska credentials by [clicking here](#). Once you have logged into GEMS, awards are listed in the Manage Grants tab under the Pending view. Only Agency Power Users will be able to view the awards until they assign permissions to others within the agency. **Be sure to review the Project Deliverables section of the award for any tasks that must be completed before the award can be executed.** Also, please review the Privacy and Security Procedures located under the Documents tab.

If the award amount differs from your proposed budget, you will be required to update your budget prior to signing and submitting the award. If you accept the terms set out in the award (including any required revisions), electronically sign and submit the award through GEMS no later than 15 days after receipt of this award notification. Any updated budgets will be reviewed by DHSS staff for approval prior to execution of the award. The initial advance payment will be issued as outlined in the Milestones.

This email serves as your grant award notification. A grantee may file an appeal within 15 days after receipt of notification of a grant award. If you wish to appeal your award, per Alaska Administrative Code 7 AAC 78.305, you must submit a written request for appeal to the commissioner. The request must contain the reasons for appeal and cite the statute, regulation, or terms of the grant upon which the appeal is based. To view the regulations regarding requests for appeal (7 AAC 78.305) and appeal procedures (7 AAC 78.310), click on the Documents tab in GEMS.

If you have any questions concerning your grant award, please call me at (907)465-1871, or you may email me at jennifer.messing@alaska.gov

Thank you,

Jennifer Messing

IM 22-182
OR 22-096
RS 22-077

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

In consideration of the mutual promises herein, the Borough and the _____ agree as follows:

- A. Part I consisting of 24 sections of general provisions; and
- B. Part II consisting of 2 sections of special provisions.
- C. Attachment 1: DHSS Grant Agreement
- D. Attachment 2: DHSS Privacy and Security Procedures for Grantees

PART I

Part I of this agreement consists of those provisions that are 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

IM 22-182
OR 22-096
RS 22-077

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 Part II, Section 1 shall begin on July 1, 2020, and be provided through June 30, 2021, the date of expiration of this grant agreement.
- B. The grant may be terminated in accordance with the provisions of Part I, Section 15.

SECTION 4. AWARD OF GRANT

A. The Grantee is hereby awarded a grant in the total amount of **[insert grant amount] (insert \$0.00)**. Payments under this Grant Agreement will be made as an advance; 50% of the total award will be advanced once the agreement is fully executed; the remaining 50% will be advanced in January 2021, based on the timely submission of the **signed original program activity report and financial report** as required for the 1st and 2nd quarters of the grant term.

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 Part II, Program Description/Activities and Project Budget. Administrative expenditures shall not exceed five percent (5%) of the total expenditures under this grant agreement.

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 Part II 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, 2020.

F. No claim for services, functions or other actions performed in addition to those specifically described in Part II 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

IM 22-182
BR 22-096
RS 22-077

with Part II of this agreement and represent 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

IM 22-182
OR 22-096
RS 22-077

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 Part I, 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 to the Borough on forms provided by the Borough, or through an electronic system once available, a Quarterly Program Activity Report and a Quarterly Financial Report (Part A and Part B). The use of alternate reporting forms will not be accepted from the Grantee. Reports are due on the following schedule:

1. 1st & 2nd Quarter reports are due no later than 4:00PM Friday January 15, 2021.

2. 3rd Quarter report is due no later than 4PM on Thursday April 15, 2021.

3. 4th Quarter Final report is due no later than 4PM on Thursday July 15, 2021.

IM 22-182
OR 22-096
RS 22-077

B. The January, 2021 advance payment of the remaining 50% of the award will not be issued until the Borough has received the financial and program activity reports for the period of July 1, 2020 - December 31, 2020. If the signed original of the final report is not received by July 15, 2021, the Grantee WILL NOT be eligible for funding under the 2022 program. Upon expiration of the grant agreement the Grantee will, within fifteen (15) days, submit the final financial report, and return any unspent funds. All corrections to previous reports must also be submitted within fifteen (15) days of the expiration of the grant agreement.

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 form 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/or documents set forth in Part I, 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.

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, control and directorate of the Grantees subsidiaries, sister corporations, partnerships or any related business entities. Such

IM 22-182
OR 22-094
RS 22-077

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, 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; the process for informing the clients of their right to confidentiality, 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 the following insurance:

<u>Coverage</u>	<u>Limits</u>
1. Worker's compensation and \$500,000 Employers Liability (only if paid employees on staff) <u>REQUIRED</u>	Premises Operations Contractual Liability Personal Injury Liability <u>REQUIRED</u>
2. Commercial General Liability	3. Commercial Auto Liability Bodily Injury and Property Damage

IM 22-182
OR 22-096
RS 22-077

REQUIRED

4. Professional Liability
(may be required)

Statutory

\$1,000,000 Combined Single Limit
\$1,000,000 Aggregate

\$1,000,000 Combined Single Limit
\$1,000,000 Aggregate

\$1,000,000

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 Part I, Section 14.

IM 22-182
OR 22-096
RS 22-077

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 Part I, 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 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 shall pay the Grantee for its actual allowable costs reasonably incurred before the Grantee received notice of termination, less any damages suffered by the Borough because of the Grantee's failure to satisfactorily perform. The Borough may, at its option, take possession of any finished or unfinished documents or materials prepared by the Grantee under this agreement.
- B. If the Grantee received payments exceeding the amount to which it is entitled under Subsection A of this section, it shall remit the excess to the Borough within thirty (30) days of receiving the written notice to do so.
- C. The Grantee shall not be entitled to compensation under this section until the Grantee has delivered to the Borough all final financial and program performance reports and all other documents, records, and work products related to this agreement and requested by the Borough.
- D. If the Grantees services are terminated, neither party may claim compensation under this agreement not allowed under this section.
- E. 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.
- F. 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:

Matanuska-Susitna Borough

Pamela Graham, Grants Coordinator

Finance Department

350 E. Dahlia Avenue

Palmer, Alaska 99645

EMAIL: Pam.Graham@matsugov.us

Grantee

Insert Agency Contact and Address info

* Notice is effective upon the earlier of receipt or five (5) days after proper posting.

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 21. 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.

PART II

Part II of this agreement consists of those provisions that are listed below by section number and title.

SECTION 1. PROGRAM DESCRIPTION/ACTIVITIES

SECTION 2. PROJECT BUDGET

IM 22-182
OR 22-096
RS 22-077

SECTION 1. PROGRAM DESCRIPTION/ACTIVITIES

(Insert description of grant program or project)

SECTION 2. PROJECT BUDGET

MSB Project Number:

State Grant Funds \$

MSB Matching Funds \$

Total Grant Budget \$

(Insert Budget table if available)

Part II, 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.

