

**SUBJECT:** ACCEPTING AND APPROPRIATING \$301,625 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:** August 17, 2021

**ASSEMBLY ACTION:**

*Adopted without objection 9-7-21*  
*(Signature)*

**MANAGER RECOMMENDATION:** Introduce and set for public hearing.

**APPROVED** *(Signature)* **BY MICHAEL BROWN, BOROUGH MANAGER:** *(Signature)*

Route To:	Department/Individual	Initials	Remarks
	Originator	<i>MB</i>	
	Finance Director	<i>CS</i>	
	Borough Attorney	<i>KS</i>	
	Borough Clerk	<i>SM 8/9/21</i>	<i>KBJ</i>

**ATTACHMENT (S):** Fiscal Note: YES X NO \_\_\_\_\_  
Grant Agreement (7 pages)  
Ordinance Serial No. 21-089 (2 pages)  
Resolution Serial No. 21-089 (2 pages)  
Resolution Serial No. 21-090 (2 pages)

**SUMMARY STATEMENT:**

The Matanuska-Susitna Borough was awarded a Human Services Community Matching Grant (HSCMG) in the amount of \$301,625.00 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 \$129,268. The fiscal year 2021

capital budget included \$150,000 as match for this project, it is our intentions to use \$129,268 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. This is year two of the 2-year cycle. The total available funding for year 2 is \$430,893.

The sub-grantees from year 1 of the 2 year cycle will each receive a slight increase, roughly 1.6233 percent, in funding due to the slight increase in the state grant and required match funding.

<b>Applicant Organization</b>	<b>FY2021 Year 1 award</b>	<b>Recommended FY2022 Year 2 Award</b>
Mat-Su Senior Services	\$47,210	<b>\$47,975</b>
My House	\$47,100	<b>\$47,865</b>
Valley Transit	\$47,100	<b>\$47,865</b>
CCS Early Learning	\$47,100	<b>\$47,865</b>
Wasilla Area Seniors	\$47,100	<b>\$47,865</b>
Access Alaska	\$14,130	<b>\$14,360</b>
AK Legal Services	\$47,100	<b>\$47,865</b>
Mat-Su Health Services	\$47,100	<b>\$47,865</b>
Salvation Army	\$32,970	<b>\$33,503</b>
Boys & Girls Club	\$47,100	<b>\$47,865</b>
	<b>\$424,010</b>	<b>\$430,893</b>

**RECOMMENDATION OF ADMINISTRATION:** Staff respectfully recommends Assembly adoption of the legislation accepting and appropriating \$301,625 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.

MATANUSKA-SUSITNA BOROUGH  
FISCAL NOTE

Agenda Date: August 17, 2021

SUBJECT: ACCEPTING AND APPROPRIATING \$301,625 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 <span style="border: 1px solid blue; border-radius: 50%; padding: 0 2px;">YES</span> NO
AMOUNT REQUESTED <span style="color: blue;">\$430,893</span>	FUNDING SOURCE
FROM ACCOUNT #	PROJECT
TO ACCOUNT: <span style="color: blue;">475.000.000 3XX.XX X</span>	PROJECT # <span style="color: blue;">20400</span>
VERIFIED BY: <span style="color: blue;">Karin Wiland</span>	CERTIFIED BY:
DATE: <span style="color: blue;">8/4/21</span>	DATE:

EXPENDITURES/REVENUES:

(Thousands of Dollars)

OPERATING	FY2020	FY2021	FY2022	FY2023	FY2024	FY2025
Personnel Services						
Travel						
Contractual						
Supplies						
Equipment						
Land/Structures						
Grants, Claims						
Miscellaneous						
TOTAL OPERATING						

CAPITAL			<span style="color: blue;">430.9</span>			
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REVENUE						
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FUNDING:

(Thousands of Dollars)

General Fund			<span style="color: blue;">129.3</span>			
State/Federal Funds			<span style="color: blue;">301.6</span>			
Other						
TOTAL			<span style="color: blue;">430.9</span>			

POSITIONS:

Full-Time						
Part-Time						
Temporary						

ANALYSIS: (Attach a separate page if necessary)

PREPARED BY: \_\_\_\_\_ PHONE: \_\_\_\_\_

DEPARTMENT: \_\_\_\_\_ DATE: \_\_\_\_\_

APPROVED BY: Cheryne Donald \_\_\_\_\_ DATE: 8/5/2021



## Grant Agreement

<b>Program Name</b>		<b>Grant Award Number</b>	605-231-22001
Human Services Community Matching Grants		<b>Fiscal Year</b>	2022
		<b>Relationship Type</b>	Sub Recipient
<b>Approved Grant Project Budget Period</b>		<b>Issue Date</b>	
<b>Beginning</b>	7/1/2021	<b>Amount</b>	\$301,625.00
<b>Ending</b>	6/30/2022	<b>UEI</b>	
<b>Grant Duration</b>	Fiscal Year 1 of 4	<b>DUNS</b>	081482960
<b>Name and Mailing Address of Grantee</b>		<b>Service Area(s)</b>	
Matanuska-Susitna Borough 350 E Dahlia Ave Palmer, AK 99645-6411		Mat-Su Borough	
<b>Grantee Contact</b>	Pam Graham	<b>Grants Administrator</b>	Jennifer Rodriguez
<b>Grantee Phone</b>	(907) 861-8525	<b>Grants Administrator Phone</b>	(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	\$301,625.00	\$129,268.00	\$0.00	\$430,893.00
<b>Total Direct Costs</b>	<b>\$301,625.00</b>	<b>\$129,268.00</b>	<b>\$0.00</b>	<b>\$430,893.00</b>
700 Indirect Costs	\$0.00	\$0.00	\$0.00	\$0.00
<b>Total Costs</b>	<b>\$301,625.00</b>	<b>\$129,268.00</b>	<b>\$0.00</b>	<b>\$430,893.00</b>

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.*

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

### Milestones

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

End Date	Fiscal Report	Program Report	Payment	% (Payment)
07/01/2021			Award Execution	25
09/30/2021	Q1 CFR	Q1 Program Report	Q2 Advance	25
12/31/2021	Q2 CFR	Q2 Program Report	Q3 Advance	25
03/31/2022	Q3 CFR	Q3 Program Report	Q4 Advance	20
06/30/2022	End of Award CFR	End of Award Program Report	Final Payment	5

### 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

#### Grantee Specific Special Conditions:

1. Submit a revised budget in the allocated amount of \$301,625 and Required Match no less than \$129,268.
2. Provide updated Indirect Cost Rate Agreement and upload into the GEMS agency record. Budget will need to be revised to meet any changes reflected from the updated indirect cost rate agreement and meet grant funding requirements.
3. Provide updated current Board Member Roster in your GEMS agency record.



## 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