## **Grant Agreement**

Program Name		Grant Award Number 607-299-18004	
Aging and Disability Resource Centers and Medicare Counseling and Outreach		Fiscal Year	2018
		Relationship Type	Sub Recipient
Approved Grant Pro	ject Budget Period		
Beginning	7/1/2017	Issue Date 6/26/2017	
Ending	6/30/2018	Amount	\$158,433
<b>Grant Duration</b>	Fiscal Year 5 of 5	DUNS	940541345
Name and Mailing Address of Grantee		Service Area(s)	
Southeast Alaska Independent Living, Inc. (SAIL) 3225 Hospital Dr, Ste 300 Juneau, AK 99801		Southeast Region	
<b>Grantee Contact</b>	Joan O'Keefe	Grants Administrator	Nancy Brooks
<b>Grantee Phone</b>	(907) 586-4920	Grants Administrator Phone	(907)465-2835

Approved Budget Summary				
	Grant Award	Match		Total
Cost Category	Total	Required	Additional Match	Project
BC Name	Award	Match	/ Project Support	Cost
100 Personal Services	\$106,108	\$13,843	\$0	\$119,951
200 Travel	\$13,000	\$0	\$0	\$13,000
300 Facility	\$10,501	\$0	\$0	\$10,501
400 Supplies	\$1,068	\$0	\$0	\$1,068
500 Equipment	\$0	\$0	\$0	\$0
600 Other Costs	\$0	\$0	\$0	\$0
Total Direct Costs	\$130,677	\$13,843	\$0	\$144,520
700 Indirect Costs (23.4%)	\$27,756	\$0	\$0	\$27,756
Total Costs	\$158,433	\$13,843	\$0	\$172,276

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 **\$4,000** 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: Joan O'Keefe, Executive Director, Southeast Alaska Independent Living, Inc. (SAIL)	Date
X Joan O'Keefe	7/6/2017
Authorized DHSS Representative: Amy Burke, Acting Chief	Date
X Amy Burke	7/12/2017

Milestones  Please view the Award in GEMS for details on Milestones, Payments, and Reporting.					
End Date	Name	Туре	Status		
07/12/2017	Award Execution	Award Execution Date	Complete		
09/30/2017	Q1	Fiscal Period	Complete		
12/31/2017	Q2	Fiscal Period	Scheduled		
03/31/2018	Q3	Fiscal Period	Scheduled		
06/30/2018	End of Award	Award End Date	Scheduled		

Federal Award Detail					
CFDA Title			Federal Agency		
		Department of Health and Human Services Health Resources and Services Administration			
CFDA#	FAIN#	Federal Funding Amount	Issue Date	Fed. Award to DHSS	
93.234	90TBSG0012-02-00	\$4,000	5/31/2017	\$249,841	

## **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.

FY18 ADRC				
	Grant Award	Match		Total
Cost Category	Budget	Required	Additional Match	Budget
		Match	/ Project Support	Cost
100 Personal Services	\$98,948	\$13,843	\$0	\$112,791
200 Travel	\$13,000	\$0	\$0	\$13,000
300 Facility	\$9,654	\$0	\$0	\$9,654
400 Supplies	\$945	\$0	\$0	\$945
500 Equipment	\$0	\$0	\$0	\$0
600 Other Costs	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	\$122,547	\$13,843	\$0	\$136,390
700 Indirect Costs	\$25,886	\$0	\$0	\$25,886
Total Costs	\$148,433	\$13,843	\$0	\$162,276

FY18 MCO				
	Grant Award	Match		Total
Cost Category	Budget	Required	Additional Match	Budget
		Match	/ Project Support	Cost
100 Personal Services	\$7,160	\$0	\$0	\$7,160
200 Travel	\$0	\$0	\$0	\$0
300 Facility	\$847	\$0	\$0	\$847
400 Supplies	\$123	\$0	\$0	\$123
500 Equipment	\$0	\$0	\$0	\$0
600 Other Costs	\$0	\$0	\$0	\$0
<b>Total Direct Costs</b>	\$8,130	\$0	\$0	\$8,130
700 Indirect Costs	\$1,870	\$0	\$0	\$1,870
Total Costs	\$10,000	\$0	\$0	\$10,000

## **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 10.00%. 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**

There are no special conditions for this award.

