

**b.** Acceptance of Alaska Housing Finance Corp. Rural Housing Coordinator Grant



TRANSMITTAL MEMORANDUM

TO: The Honorable Mayor & City Council Initials: 

FROM: Delilah A. Walsh, City Manager File #: MGR24-397

DATE: June 13, 2024 Mtg. #: 06/20/24 NBb

RE: **Acceptance of Alaska Housing Finance Corporation Rural Housing Coordinator Grant**

The motion detailed below requests City Council authorization to accept a \$135,000 grant from the Alaska Housing Finance Corporation (AHFC) and hire a one-year contract employee or vendor to fulfill the role of Rural Housing Coordinator. The grants typically run for a three-year period but are awarded in a one-year cycle.

At the September 21, 2023, the City Council added the Rural Housing Coordinator job description to the City’s compensation plan. The AHFC Rural Housing Coordinator (RHC) Grant (Activity Number: RHC-23-KET-1) provides funding to support activities related to homelessness and affordable housing within the City of Ketchikan. The grant award supports the following activities for a one-year period:

- Salary and fringe benefits for a Rural Housing Coordinator position.
- Supportive services for the Rural Housing Coordinator, including travel related to housing activities, local projects, and community outreach.

The Rural Housing Coordinator will be responsible for a wide range of tasks aimed at improving local housing conditions and mitigating homelessness, including:

- Coordinating local housing and social services.
- Identifying community-based solutions to address homelessness and affordable housing.
- Collecting data on overcrowding, substandard living conditions, and affordable housing options.
- Researching best practices in affordable housing design, finance, and development.
- Performing outreach within the community to identify needs and opportunities for support.

The attached Statement of Special Terms and Conditions outlines the full details of the grant agreement, including the project service area, reporting requirements, and non-discrimination policies.

Accepting this grant will allow the City to address critical housing issues within our community. A dedicated Rural Housing Coordinator will significantly contribute to our efforts by coordinating existing resources and identifying service gaps; developing data-driven solutions to address

homelessness and creating affordable housing options; and connecting with funding opportunities to further support local housing initiatives.

Following your approval, the City will begin the recruitment process for the Rural Housing Coordinator position. We will also establish protocols for reporting and compliance with grant requirements. Please keep in mind that our Scope must first be approved by AHFC prior documents are finalized and funds added to our budget.

Considering the affordable housing issues in Ketchikan, I encourage the Council to consider the significant benefits of this grant and authorize us to move forward with this important initiative. A motion has been prepared for Council consideration.

**Recommended Motion:**

I move the City Council accept the Alaska Housing Finance Corporation Rural Housing Coordinator Grant (Activity Number: RHC-23-KET-1); authorize the City Manager to hire a qualified one-year contract employee or vendor to serve as the Rural Housing Coordinator; and direct the City Manager to execute all grant agreements on behalf of the City Council.

# GRANT AGREEMENT

State of Alaska

Alaska Housing Finance Corporation

Program: Rural Housing Coordinator	Grant Agreement Number: RHC-23-Ket-1	Project Service Area: Ketchikan
Funding Sources: Located in Approved Budget By Line Item; Budget Funding Sources		Activity: Rural Housing Coordinator Ketchikan
<b>GRANTEE DATA</b>		<b>AHFC DEPARTMENT DATA</b>
<u>Address:</u> City of Ketchikan 334 Front Street Ketchikan, AK 99901		<u>Address:</u> Alaska Housing Finance Corporation Planning and Program Development Department P.O. Box 101020 Anchorage, Alaska 99510-1020
<u>Contact Name:</u> Delilah Walsh, City Manager  <u>Email Address:</u> <a href="mailto:Delilahw@City.Ketchikan.AK.US">Delilahw@City.Ketchikan.AK.US</a>  <u>Phone:</u> 907-228-5603 <u>Fax:</u>		<u>Program Manager:</u> Jennifer Smerud, <a href="mailto:jsmerud@ahfc.us">jsmerud@ahfc.us</a> (907) 330-8276, Fax: (907) 338-2585 <u>Grant Administrator:</u> Arlene Van Ness, <a href="mailto:avanness@ahfc.us">avanness@ahfc.us</a> (907) 330-8280, Fax: (907) 338-2585
<u>Federal ID Number:</u>		<u>Program Administration:</u> Planning Department Alaska Housing Finance Corporation
<u>UEI Number:</u>		
<p>The Alaska Housing Finance Corporation (AHFC) and the <b>City of Ketchikan</b> (hereinafter referred to as the "Grantee") agree as set forth herein.</p> <p><b>Section I.</b> AHFC shall provide grant funds to the Grantee in an amount not to exceed <b>one hundred thirty-five thousand dollars (\$135,000)</b> for the acceptable performance of the project activities under the terms set forth in this Agreement. The amount of the payment is based upon project expenses incurred which are authorized under the Approved Budget By Line Item.</p> <p><b>Section II.</b> The Grantee shall perform all of the work and comply with all of the terms required by this Agreement.</p> <p><b>Section III.</b> The effective date of this Agreement is the date upon which it is executed by the AHFC Director of Administrative Services. The period of performance of this Agreement shall be from <b>July 1, 2024 through June 30, 2025</b>.</p> <p><b>Section IV.</b> This agreement consists of this page, the attached Signatory/Notary page, Approved Budget by Line Item, Statement of Special Terms and Conditions and the following attachments:</p>		
<p><b><u>ATTACHMENTS:</u></b> All items as indicated on Attachment E and found in the Ariba online system. Any fully executed Amendments to this Agreement.</p>		
<b>ALASKA HOUSING FINANCE CORPORATION</b>		
_____ Daniel Delfino, Director Planning and Program Development		_____ Date

**GRANTEE ACKNOWLEDGEMENT**

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on the dates set out below. This Grant Agreement takes effect on the date of its execution by AHFC.

GRANTEE AUTHORIZED SIGNATURE: Delilah Walsh

GRANTEE PRINTED NAME AND TITLE: City Manager

FIRM NAME: City of Ketchikan

334 Front Street

Ketchikan, AK 99901

### **GRANTOR (AHFC) ACKNOWLEDGEMENT**

GRANTOR AUTHORIZED SIGNATURE: \_\_\_\_\_

GRANTOR PRINTED NAME AND TITLE: Gregory Rochon, Director, Administrative Services

FIRM NAME: Alaska Housing Finance Corporation

P.O. Box 101020

Anchorage, AK 99510-1020

**APPROVED BUDGET BY LINE ITEM**

<b>Rural Housing Coordinator (RHC)</b>			
<b>Activity Number: RHC-24-KET-1</b>			
<b>Period of Performance</b>	<b>7/1/2024 – 06/30/2025</b>		
<b>Cost Category</b>	<b>State Funding</b>	<b>Other Funding</b>	<b>Total Project Cost</b>
<b>Salary - Grantee</b>			
<b>Supportive Services</b>			
<b>Total Costs</b>	<b>\$135,00.00</b>	<b>\$67,500.00</b>	<b>\$135,000.00</b>

**Budget funding Source:**

**SFY 2024 AMHTA RHC Grant #: 12800.02: Assistance Listing #: N/A**

**Request for Budget Revisions:**

Any changes to the above Budget must be requested using the Budget Revision Request (BRR) form listed in Attachment E. An executed formal grant agreement will be required if there is an approved change by the Corporation in the scope of work (i.e., activities), the beginning or end date of the period of performance is adjusted, or a new funding award will increase the grant agreement/amendment.

**Audit Requirement:**

Figures reflected in the Total Project Cost column of the Budget, above, may include Federal and State Funds appropriated by the State Legislature or granted directly to the agency or in-kind funds provided by the Grantee. If Grantee expended \$750,000 or more of Federal, or \$750,000 or more of State Financial Assistance in a fiscal year, Grantee shall be required to comply with the Federal and State Single Audit Act. Refer to Attachment B Article 5 Audit Report Requirement.

Federal and State award funds may be disbursed at different rates within the award budget. Grantees must contact AHFC at the end of their fiscal year to verify the exact split of Federal and State funds disbursed. The Grantee will need this information to comply with the Federal and State Single Audit Act.

# **STATEMENT OF SPECIAL TERMS AND CONDITIONS**

## ***Rural Housing Coordinator*** ***Activity Number: RHC-23-KET-1***

### **ARTICLE 1. PURPOSE AND SCOPE**

The purpose of this grant is to support the delivery of homeless and/or homeless prevention services. Grant funds may only be used for project costs deemed eligible by AHFC and the Grantee will be expected to satisfy all of the terms and commitments made in the grant application unless modified in writing and approved by AHFC. As identified by the Grantee in the grant proposal, the activities to be funded through this RHC grant award are:

- A. Salary, fringe to support the position of Rural Housing Coordinator; and
- B. Supportive Services to benefit the Rural Housing Coordinator, including travel in support of housing-related activities, local projects, and community outreach.

The scope of work includes:

- A. Coordinating local housing and social services;
- B. identifying community-based solutions to address homelessness and affordable housing within the City of Ketchikan;
- C. improve data collection regarding overcrowding, substandard living conditions and affordable housing options and to connect with funding opportunities to improve resources for low-income families living in Ketchikan;
- D. complete feasibility analysis, and research of best practices in affordable housing design, finance, and development; and
- E. conduct community outreach, identify opportunities for RurAL CAP support, and provides capacity-building services to selected communities in addressing their housing priorities.

### **ARTICLE 2. PROJECT SERVICE AREA**

RHC funds are intended to fund the activities indicated in Article 1 above in the **City and Borough of Ketchikan**.

### **ARTICLE 3. COORDINATION WITH OTHER HOMELESS SERVICES**

The Grantee agrees to avoid duplication of services and maximize the use of limited resources by routinely consulting with other agencies known to be providing similar services identified in Article 1 above. The Grantee agrees to participate in the Coordinated Entry system for the project service area indicated in Article 2 above.

### **ARTICLE 4. DISBURSEMENT SCHEDULE**

Grantee shall expend at least fifty percent (50%) of the grant award total by the end of quarter ending **March, 2025**. Failure to meet this requirement may result in reduction of the grant award total, suspension of the grant pending remedial actions, or termination of the Grant Agreement.

## **ARTICLE 5. PARTICIPATION IN HOMELESS DATA COLLECTION**

The Grantee agrees to assist AHFC in its efforts to gauge the nature and extent of homelessness in Alaska by:

- (i) Providing an overview of rural homelessness in the Ketchikan Gateway Borough.
- (ii) Implementing and evaluating projects funded by Rural Housing Coordinator (RHC)
- (iii) Partner, when appropriate, with the Association of Alaska Housing Authorities (AAHA).
- (iv) Providing information about the number of Alaska Mental Health Trust Authority (AMHTA) beneficiaries that are served through RHC funds.

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## **ARTICLE 6: REPORT REQUIREMENTS**

In addition to Report Requirements found in Attachment B,

- A. Grantee shall assist in completing annual summary reports that are submitted by the Rural Housing Coordinator through the AAHA partnership.

## **ARTICLE 7. NONDISCRIMINATION, EQUAL OPPORTUNITY, and OUTREACH ACTIVITIES REQUIREMENTS**

The grantee, in accordance with 24 CFR 582.325, and 330, must:

- a. Adopt procedures to make available information on the existence and locations of facilities and services that are accessible to persons with a handicap and maintain evidence of implementation of the procedures.
- b. Establish additional procedures that will ensure that interested persons can obtain information concerning the assistance if the procedures that the recipient intends to use to make known the availability of the program are unlikely to reach persons of any particular race, color, religion, sex, age, national origin, familial status, or handicap who may qualify for assistance.

## **ARTICLE 8. PROGRAM POLICIES AND PROCEDURES**

The grantee will establish, maintain and consistently apply written standard operating procedures for ensuring that the Continuum of Care program funds are used in accordance with the requirements for 24 CFR 578.103(a)(3) and must establish and maintain sufficient records to establish homelessness status that is in agreement with 24 CFR 576.500(b). At a minimum these standards shall include the following:

- A. Policies and procedures for determining eligibility;
- B. Policies and procedures for admission, discharge, and termination;
- C. Standards regarding the length of stay, if temporary housing is provided, and safeguards to meet the safety and needs of special populations;
- D. Policies and procedures for determining and collecting fees for residency, if any;
- E. Standards for determining what types of financial assistance and/or services program participants need to achieve housing stability objectives; and
- F. Policies and procedures for addressing program participant grievances.

## **ARTICLE 9. REQUIREMENT TO LINK TO ALASKA 2-1-1**

The Grantee agrees to post all appropriate information regarding the services provided under this Grant Agreement on the Alaska 2-1-1 system.

## **ARTICLE 10. HOMELESS EDUCATION REQUIREMENT**

The Grantee agrees to ensure that all “literally homeless” clients with children between the age of 2 and 18 will be linked with the Homeless Education Coordinator designated by the grantee’s local school district.

## Rural Housing Coordinator

*Class specifications are intended to present a descriptive list of the range of duties performed by employees in the class. Specifications are **not** intended to reflect all duties performed within the job.*

### **SUMMARY DESCRIPTION**

Under general direction from the City Manager, this position is tasked with coordinating local housing and social services, identifying community-based solutions to address homelessness and affordable housing within the City of Ketchikan, improve data collection regarding overcrowding, substandard living conditions and affordable housing options and to connect with funding opportunities to improve resources for low-income families living in Ketchikan.

Work may include feasibility analysis, and research of best practices in affordable housing design, finance, and development. Conducts community outreach, identifies opportunities for RurAL CAP support, and provides capacity-building services to selected communities in addressing their housing priorities. This position will work closely with local housing and social service agencies.

This position will have the authority to collaborate with internal and external stakeholders and government agencies, effectively recommend policy decisions, and proactively advance community goals related to housing and homelessness in the City of Ketchikan. This includes but is not limited to economic, resource, revenue and citizen impacts. This position performs administrative duties relating to planning, organizing, and coordinating housing activities for the City of Ketchikan.

The goal of the City of Ketchikan is to provide quality services as efficiently and effectively as possible within the guidelines established by federal and state law, the Charter of the City of Ketchikan, the Ketchikan Municipal Code, and the citizens of Ketchikan as represented by the City Council. The Rural Housing Coordinator must perform these duties in a manner that reflects positively on the City. The employee is responsible for maintaining a level of professional expertise that promotes efficient use of the resources available to the City.

This position is funded through a grant administered by Alaska Housing Finance Corporation and funded by the Alaska Mental Health Trust Authority.

### **REPRESENTATIVE DUTIES**

*The following duties are typical for this classification. Incumbents may not perform all of the listed duties and/or may be required to perform additional or different duties from those set forth below to address business needs and changing business practices.*

1. Primary public contact for housing and homeless services issues in Ketchikan.
2. Identify, articulate and assess the range of homeless needs in the City.
3. Perform analysis of current issues and develop recommendations to end homelessness.
4. Identify system changes needed and work collaboratively across multiple organizations and sectors to improve the system for affordable housing development.
5. Research best practice and to present innovative and strategic options for addressing the lack of affordable housing.
6. Address the need for coordination of homeless family services and resources available

## Rural Housing Coordinator

- for stabilization of individuals, families, youth, and veterans and overcrowded homes.
7. Educate community members, stakeholders, agencies, etc. on homelessness and develop strong partnerships.
  8. Identifies potential or creates innovative housing programs that can assist non-profit organizations and property owners in the development of housing units related to the homeless or disadvantaged populations.
  9. Network with peers at the Alaska Housing Finance Corporation, Alaska Mental Health Trust Authority, Association of Alaska Housing Authority, Alaska Regional Development Organizations, Tribal Entities, Alaska Native Corporations, the Alaska Coalition on Housing and Homeless, and other housing/homeless coordinators in Alaska.
  10. Makes recommendations for changes to local codes to create economic incentives and lower barriers to creating homeless housing.
  11. Works closely with City staff, other agency staff, community leaders, and funding sources to publicize and promote housing activities, services, and accomplishments; facilitates development and dissemination of informational materials.
  12. Performs other duties as assigned.

### **QUALIFICATIONS**

*The following generally describes the knowledge and ability required to enter the job and/or be learned within a short period of time in order to successfully perform the assigned duties.*

#### **Knowledge of:**

The principles and techniques of professional planning, coupled with applied proficiency in forecasting, and statistics.

Demonstrated effective oral and written communication skills including cross-cultural communication.

Proven ability and willingness to be self-directed in problem-solving and decision-making and perform basic assignment with little or no direct supervision while also working effectively as a team member.

Intermediate level of computer skills necessary in order to use and create documents and reports, spreadsheets, workshop materials and slide presentations, and to enter data into intricate database programs and proficient use of Microsoft Word, Excel, PowerPoint, and Outlook.

Capable of reading, understanding, and following written procedures and policies related to job responsibilities.

Operational characteristics, services, and activities of related to planning, housing or development.

Principles and practices of legal, ethical, and professional rules of conduct and effective customer service and problem resolution techniques.

Methodologies, practices, and techniques of market research and analysis.

#### **Ability to:**

Read, comprehend, and follow established policies and procedures.

Manage work time well, prioritize and meet deadlines.

Endure and balance work fluctuations, deadlines, and interruptions; must be able to work weekends, and long hours during occasional peak work periods.

To exercise good judgment, courtesy and tact.

Establish good rapport with people of diverse cultures and belief systems.

Demonstrate sound judgment, professional boundaries, ethics, and ability to maintain confidentiality.

## Rural Housing Coordinator

Participate in the development and administration of division goals, objectives, and procedures.  
Prepare clear and concise administrative and analytical reports.  
Prepare written and oral comments to partners, agencies and industry leaders; communicate clearly and concisely, both orally and in writing.  
Analyze problems, identify alternative solutions, project consequences of proposed actions and implement recommendations in support of goals.  
Research, analyze, evaluate, interpret and apply federal, state, and local policies, laws, and regulations.  
Establish and maintain effective working relationships with those contacted in the course of work.  
Manage work time well, prioritize and meet deadlines.  
Establish and maintain effective working relationships with public officials at all levels, private organizations, tribal entities, the press, and the public.  
Develop specific goals and plans to prioritize, organize, and accomplish work.

### **Education and Experience Guidelines**

Any combination of education and experience that would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the knowledge and abilities would be:

#### **Education/Training:**

A bachelor's degree from an accredited college or university plus three (3) years experience, or the equivalent of six (6) years professional experience in planning, finance, economics, public administration, community and economic development, housing development, real estate finance, or closely related fields.

#### **Experience:**

Three (3) years of professional experience related to complex planning, analysis or management related to public infrastructure or housing or closely related fields, definition of objectives, establishment of policies and methodology to be used in researching objectives, specification of information, analysis and interpretation of information in view of validity and relevance to objectives, presentation of recommendations, forecasts and/or conclusions

#### **License or Certificate:**

Possession of an appropriate valid driver's license.

### **Physical demands and WORKING ENVIRONMENT:**

*The conditions herein are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential job functions.*

#### **Environment:**

Light physical demands; mostly desk work, some lifting and carrying of files and reports. Frequent to constant use of a personal computer. Position involves competing demands, performing multiple tasks, working to deadlines, occasional work beyond normal business hours, responding to customer issues and facilitating public outreach, and traveling for various conferences and meetings.

Requires extensive networking, teamwork with other employees, and an ability to share information and speak in open forums in front of groups.

Rural Housing Coordinator

**Physical:**

The physical demands described here are representative of those that must be met by an employee

Sufficient physical ability to work in an office setting and occasionally travel; stand or sit for prolonged periods of time; operate office equipment including use of a computer keyboard; push, pull, lift, and/or carry light amounts of weight; verbally communicate to exchange information.

**Vision:** See in the normal visual range with or without correction.

**Hearing:** Hear in the normal audio range with or without correction.

Grade: 754

Union: No

FLSA: Exempt

Date Approved: July 2023

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Human Resources Manager Approval

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City Manager Approval

**Alaska Housing Finance Corporation**  
**Homeless Assistance Program**  
**Program Definitions for SFY22**

**Homeless Person**

The BHAP program utilizes the homeless definition adopted by AHFC in [AS 18.56.090\(f\)](#).

"Homelessness" means the state of an individual who lacks a fixed, regular, and adequate nighttime residence, and includes an individual who:

1. Is sharing the housing of other individuals because of loss of housing, economic hardship, domestic violence, or a similar reason;
2. Is living in a motel, hotel, trailer park, or camping ground because of the lack of alternative adequate accommodations;
3. Is living in an emergency or transitional shelter;
4. Is abandoned in a hospital;
5. Is waiting for a foster care placement;
6. has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings;
7. Is living in a car, a park, a public space, an abandoned building, substandard housing, a bus or train station, or a similar setting;
8. Is fleeing a domestic violence situation, does not have an alternative residence, and lacks the resources and support needed to obtain housing;
9. Is being evicted within a week, does not have an alternative residence, and lacks the resources and support needed to obtain housing;
10. Is being discharged within a week from an institution, including a mental health treatment facility, substance abuse treatment facility, or prison, in which the individual has been a resident for more than 30 consecutive days, does not have an alternative residence, and lacks the resources and support needed to obtain housing.

## **Mental Health Trust Beneficiaries**

Beneficiaries are persons experiencing mental illness, developmental disabilities, chronic alcoholism, other substance-related disorders, Alzheimer's disease and related dementia, or traumatic brain injury [AS 47.30.056](#).

Beneficiaries of the Trust include the following broad groups of Alaskans experiencing:

1. mental illness;
2. intellectual disability, a developmental disability, or both;
3. chronic alcohol or drug addiction
4. Alzheimer's disease or related dementia
5. traumatic brain injuries

## **Homeless Individual with a Disability adapted from HUD McKinney Vento / HEARTH**

IN GENERAL.—The term “homeless individual with a disability” means an individual who is homeless, as defined in section 103, and has a disability that:

1. Is expected to be long-continuing or of indefinite duration;
2. Substantially impedes the individual's ability to live independently;
3. Could be improved by the provision of more suitable housing conditions;
4. Is a physical, mental, or emotional impairment, including an impairment caused by alcohol or drug abuse, post-traumatic stress disorder, or brain injury;
5. Is a developmental disability, as defined in section 102 of the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 USC 15002); or
6. Is the disease of Acquired Immunodeficiency Syndrome or any condition arising from the etiologic agent for acquired immunodeficiency syndrome, including infection with the Human Immunodeficiency Virus (HIV).

## **Homeless Services**

Recipients under this component will provide non-housing financial assistance and supports such as street outreach, homeless prevention, or rapid re-housing (a.k.a housing placement). BHAP

recipients under this program area will report on the circumstances necessitating the assistance, the cost per household for any financial assistance and the degree to which households assisted in the prior three-month reporting period have remained housed.

### **Emergency Shelter**

Emergency Shelter includes overnight sleep space for individuals requesting assistance in an established homeless shelter, hotel, motel, or rotating location such as a church or public building.

### **Housing Placement (Rapid Re-Housing) Services**

Housing Placement or Rapid ReHousing includes actions taken to assist homeless persons in obtaining permanent housing in properties not operated by the grantee; or payment of security deposits, utility deposits, or first month's rent. Rapid Rehousing eligibility requires that a person or family meet the definition of literal homelessness defined in AS 18.56.090(f).

### **Homeless Prevention Services**

Homeless Prevention includes actions taken to prevent persons in imminent danger of becoming homeless from losing their permanent residence. Allowable activities include payment of past due rent or mortgage payments; payment of water, sewer, heating fuel, or electric utility bills; or payment of basic telephone costs when the service is essential to prevent homelessness.

Eligible supportive services for this category also include one-time expenses that may not be directly related to a housing cost but are indirectly necessary for the client to be able to maintain employment to afford housing. Costs such as car repair, purchase of work-related clothing would be eligible supportive services, provided the need is documented in the client file.

Homeless Prevention services are specifically short-term crisis responses for individuals who **are not literally homeless or residing in grant-funded transitional housing.**

### **Supportive Services**

The provision of food, food supplies, and other household goods and supplies; child care for homeless families while in emergency shelter or transitional housing; transportation and other services designed by the applicant and approved by AHFC to overcome housing barriers for the homeless.

**Supportive services must be documented in the client file. Documentation must include justification for how the supportive service is connected to obtaining or maintaining housing.**

### **Transitional Housing**

Transitional housing is temporary supportive housing, provided by the grantee, to assist homeless persons in preparing for and obtaining permanent housing within 24 months.

Temporary housing includes non-profit hotels/motels which specifically target homeless persons in their policies.

## **Unduplicated**

Unduplicated is defined as anyone receiving services during the reporting period. BHAP monthly and quarterly reports focus on gathering demographic data and housing outcomes for Alaskans. BHAP reporting provides a statewide picture of who is experiencing housing instability in our state and how overall service delivery flows from month to month.

## Article 1. Provisions Applicable to All Grant Programs

### Section

- 10. Public notice of availability of funds.
- 20. Cessation of grants.
- 30. Misstatements.
- 40. Grant agreements.
- 50. Application.
- 60. Appeals.
- 70. Title to project.
- 80. Compliance with federal grant requirements.
- 90. Applicability of Building Energy Efficiency Standard and Minimum Construction Standards to Grant Programs.

**15 AAC 154.010. Public notice of availability of funds.** At least seven days before awarding a grant under this chapter or under a program described in 15 AAC [154.900](#), the Corporation will publish notice of the availability of money for the grant. **History: Eff. 5/7/93, Register 130; am 5/14/97, Register 142**

**Authority:** [AS 18.56.088](#)

**15 AAC 154.020. Cessation of grants.** The Corporation has the ability to temporarily or permanently, in its discretion, cease making grants and grant payments under any of the programs established in this chapter or described in 15 AAC [154.900](#) and the ability to temporarily or permanently suspend grants to particular grant recipients under any of those programs. The Corporation will, in its discretion, include a provision to the effect stated in this section in the grant agreement or other document it enters into in connection with a grant program. **History: Eff. 5/7/93, Register 130**

**Authority:** [AS 18.56.088](#)

**15 AAC 154.030. Misstatements.** If the Corporation determines that a grant recipient under any of the programs established in this chapter or described in 15 AAC [154.900](#) has made a material misstatement relating to that grant recipient's application for or administration of a grant, the Corporation will, in its discretion, require the grant recipient to repay the grant to the Corporation, together with accrued interest on the amount of the grant calculated at the highest permissible rate allowed by law from the date of issuance of the grant check by the Corporation, and determine that the grant recipient is ineligible for further grants from the Corporation. The Corporation will, in its discretion, include a provision to the effect stated in this section in the grant contract or other document it enters into in connection with a grant program. **History: Eff. 5/7/93, Register 130**

**Authority:** [AS 18.56.088](#)

**15 AAC 154.040. Grant agreements.** Before awarding a grant under this chapter or under a program described in 15 AAC [154.900](#), the Corporation will enter into a grant agreement with the recipient of the grant. The grant agreement will include, but is not limited to, the following:

(1) a statement of the intended use of the grant funds, specifying how the funds will be used in connection with the purposes of the particular grant program;

(2) a budget description in detail appropriate to the scope of the project;

(3) a timetable listing the steps considered necessary for the timely completion of the project and listing the schedule for the payment of grant funding;

(4) a provision for the administration of the grant money according to generally accepted financial accounting procedures, for regular periodic reporting to the Corporation of grant-sponsored activities, and for the disposition of funds in accordance with intended use;

(5) a provision for the cessation of grant payments if the Corporation determines that the applicant is not using grant money for its intended purposes or is not proceeding satisfactorily with the development of the project;

(6) a provision acknowledging that all interest earned on grant funds remains the property of the Corporation and that all such interest will be remitted to the Corporation upon completion of the final project audit;

(7) a statement acknowledging that the applicant and its architect, and not the Corporation, are responsible for obtaining necessary licenses and permits, if any, for ensuring that all aspects of the project comply with all applicable laws, regulations, ordinances, and codes, and for all costs of the project in excess of the amount of approved grants; and

(8) a promise to defend and hold harmless, and to require all contractors and subcontractors to hold harmless, the Corporation from any action arising from its alleged failure to award a grant under the applicable program. **History: Eff. 5/7/93, Register 130**

**Authority:** [AS 18.56.088](#)

**15 AAC 154.050. Application.** (a) The executive director will establish selection criteria and a selection procedure which will be detailed in the instructions to a grant application.

(b) A grant application shall be on forms prescribed by the Corporation and shall include:

(1) a resolution of the applicant's governing body authorizing the grant request, or if the applicant is a municipality, the signature of a municipal official with authority to apply for the grant;

(2) documentation of need for the grant project in the area being served;

(3) a statement identifying all other money sources, amounts, and anticipated commitment dates for each source;

(4) a management and operation plan;

(5) a budget and schedule to accomplish the purposes of the grant; and

(6) other information required by the Corporation. **History: Eff. 5/7/93, Register 130; am 6/11/96, Register 139**

**Authority:** [AS 18.56.088](#)

**15 AAC 154.060. Appeals.** The Corporation will send a notice of tentative award for all grants to all grant applicants. An applicant may protest the tentative award selections under 15 AAC [150.220](#) and may appeal the decision of the Corporation as provided in 15 AAC [150.220](#). **History: Eff. 5/7/93, Register 130**

**Authority:** [AS 18.56.088](#)

**15 AAC 154.070. Title to project.** In connection with a grant under this chapter or under a program described in 15 AAC [154.900](#), the Corporation will require that a deed restriction on the title to the land benefited by the grant be recorded requiring approval from the Corporation for sale or transfer of the title to the land and requiring that the property be used for the purposes of the grant. The Corporation may restrict sale or transfer of title to an entity eligible for the grant. **History: Eff. 5/7/93, Register 130**

**Authority:** [AS 18.56.088](#)

**15 AAC 154.080. Compliance with federal grant requirements.** If the Corporation awards a grant under this chapter or under a program described in 15 AAC [154.900](#) and all or part of the funding for the grant is derived from the federal government, the Corporation will comply with applicable regulations, law, or other guidelines related to the federal grant program. To the extent that the applicable regulations, laws, or other guidelines related to the federal grant program conflict the Corporation's regulations relating to the grant, the federal regulations, laws, or other guidelines shall control. **History: Eff. 5/7/93, Register 130**

**Authority:** [AS 18.56.088](#)

**15 AAC 154.090. Applicability of Building Energy Efficiency Standard and Minimum Construction Standards to Grant Programs.** Any grant award for new construction of residential housing, funded from programs administered under 15 AAC [154.010](#) - 15 AAC [154.910](#), shall comply with 15 AAC [150.040](#) and 15 AAC [150.030](#), as applicable. For projects of 5 units or more, an inspection in accordance with 15 AAC [150.030](#) shall be performed by an individual that is certified to inspect a building of 5 or more units by the International Code Council or is an engineer or architect, licensed under AS 08.48. **History: Eff. 6/18/2008, Register 187**

**Authority:** [AS 18.56.088](#)

## Regulations

### Article 7. Grant Management

#### Section

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#### **15 AAC 154.700. SCOPE OF 15 AAC 154.700 - 154.835.**

Except as provided in 15 AAC 154.705, 15 AAC 154.700 - 15 AAC 154.835 apply to all Corporation grants. (Eff. 6/11/96, Register 139)

Authority: AS 18.56.088 AS 18.55.100

#### **15 AAC 154.705 LIMITATION**

(a) If a state or federal regulation or law addresses a particular grant program and is inconsistent with a provision of 15 AAC 154.700 - 15 AAC 154.835, the state or federal regulation or law applies to that grant program in place of the inconsistent provision.

(b) If the Corporation receives funding for a grant program from a foundation or other private entity, the Corporation may agree to terms which require grantees receiving the funds from the foundation or other private entity to comply with requirements that are inconsistent with a provision of 15 AAC 154.700 - 15 AAC 154.835. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.710 GRANTEE ADMINISTRATIVE POLICIES**

(a) A grantee shall have written policies relating to employee salaries and overtime, employee leave, use of consultants and consultant fees, training, conflict of interest and such other matters as the grantee determines or as the Corporation directs. The grantee shall apply these policies consistently in the administration of the grant project without regard to the source of the money used for the purposes to which the policies relate. The

Corporation may review the policies to assure compliance with applicable program requirements.

(b) A grantee which is a nonprofit corporation 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. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.715 PURCHASING PRACTICES AND PROCEDURES**

A grantee shall establish written uniform purchasing practices and procedures for the procurement of goods and services. The practices and procedures must be acceptable to the Corporation. Unless other purchasing requirements are made applicable by 15AAC 154.705, the practices and procedures shall provide that:

(1) for purchases of non-expendable personal property with a value of \$5,000 or more or for the award of a contract of \$5,000 or more, the grantee will require three competitive price quotations from potential suppliers and complete a cost price analysis if practicable under the circumstances;

(2) awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the grantee, price, quality and other relevant factors considered;

(3) the grantee will retain written records of price quotations and cost price analysis in accordance with 15 AAC 154.730 and will include in the written records:

(A) specifications;

(B) suppliers' names and addresses and a statement of the reason for soliciting less than three quotations if applicable;

(C) the prices quoted; and

(D) the basis for the award if other than price.

(4) the grantee will retain written justification and executive management approval for sole source purchases from supplier or contractor with a value of \$5,000 or more.

(Eff. 6/11/96, Register 139; am 6/18/08, Register 187)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.720 FINANCIAL MANAGEMENT AND ACCOUNTING**

(a) The grantee shall establish and maintain a financial management and accounting system that conforms to generally accepted accounting principles and complies with any applicable federal requirements. The grantee shall establish written financial management and accounting policies and procedures. The grantee shall maintain the financial records and accounts in a manner which permits them to be audited. The records shall include information pertaining to grant awards and authorizations, obligations, unobligated balances, assets, liabilities, income and expenses. The grantee shall keep such other financial and accounting records as the Corporation may direct. The grantee shall deposit grant funds in a bank account maintained for the grantee's business purposes. Grant funds may not be commingled with the personal funds of any officer, director or employee of the grantee.

(b) If the grantee has made a grant to a sub-grantee, the grantee shall maintain and require the sub-grantee to maintain appropriate systems, procedures and documentation to assure compliance with respect to sub-grantee audits. The grantee will take appropriate action to assure that any required sub-grantee audits are completed. (Eff. 6/11/96, Register 139; am 6/18/08, Register 187)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.725 PROPERTY MANAGEMENT**

(a) If the grantee acquires an interest in real property with money received from the grant, the grantee must negotiate terms with the Corporation regarding ownership interests, property maintenance and property disposition.

(b) Before the grantee may use money received from a grant to purchase non-expendable personal property, the acquisition cost of the property must be included in the budget, or

in an amendment to the budget, of the grant project approved by the Corporation. In this subsection, "acquisition cost" means:

(1) the cost of the non-expendable personal property and the cost of necessary accessories; and

(2) ancillary charges, such as duty, taxes, transportation, protective in-transit insurance, and installation fees if the inclusion of those charges is in accordance with the grantee's regular accounting practices.

(c) Title to property purchased under (b) of this section vests in the grantee upon acquisition subject to the right of the Corporation to transfer title to the property to the Corporation or to another person or legal entity if:

(1) the Corporation did not waive its right to transfer title to property under this subsection under the terms of the grant;

(2) the grantee no longer has need for the property in the grant project for which it was acquired, or the grant project or that part of the grant project for which the property was acquired is being transferred to another grantee;

(3) no later than 120 days after the completion or termination of the grant or 120 days after the date of an appeal decision under 15 AAC 154.825, if applicable, whichever is later, the Corporation provides written notice to the grantee of its intent to transfer the property; and

(4) the Corporation reimburses the grantee for the property in accordance with (d) of this section.

(d) The Corporation will compute the amount of reimbursement under (c)(4) of this section by applying the percentage of the total cost of the grant project contributed to the grant project by the grantee for the budget period in which the property was acquired to the current fair market value of the property. The Corporation will also reimburse the grantee for reasonable shipping and storage costs incurred in connection with the transfer of the property.

(e) Except when the Corporation has exercised the right to transfer title under (c) of this section, a grantee shall retain property purchased under (b) of this section in the grant project as long as the property is needed for successful accomplishment of an objective of the grant project. During that time, the grantee shall make the property available for use in other activities conducted by the grantee with financial assistance from the state as long as this use does not interfere with the grant project. Among the other activities, the grantee will give priority to the use of the property in an activity receiving financial assistance from the Corporation.

(f) If the grantee no longer needs property purchased under (b) of this section in the grant project, the grantee may retain the property if the grantee compensates the Corporation. The Corporation will compute the amount of compensation by applying the percentage of the total cost of the grant project contributed to the grant project by the Corporation for the budget period in which the property was acquired to the current fair market value of the property. If the grantee does not wish to retain the property, the grantee shall request disposition instructions from the Corporation. The Corporation may instruct the grantee to:

(1) ship the property elsewhere; or

(2) sell the property in accordance with procedures specified by the Corporation.

(g) The Corporation will reimburse the grantee for a disposition of property under (f)(1) of this section in an amount determined in accordance with (d) of this section.

(h) The grantee shall reimburse the Corporation for a disposition of property under (f)(2) of this section in an amount determined in accordance with the procedure described in (f) of this section for the retention of property by a grantee. However, the grantee may deduct from the amount of compensation \$100 or 10 percent of the proceeds of the sale, whichever is greater.

(i) A grantee shall maintain written, accurate property records as well as effective inventory, control, and maintenance procedures for non-expendable personal property. These records shall include the following information:

- (1) a description of the property and the manufacturer's serial number or other identification number;
- (2) the grant program under which the property was acquired;
- (3) the acquisition date and cost of the property;
- (4) the percentage of the total cost of the grant project contributed to the grant project by the Corporation for the budget period in which the property was acquired;
- (5) the location, use and condition of the property, and the date on which that information was recorded; and
- (6) the disposition of the property, including the date of its disposal and its sales price or the method used to determine its current fair market value.

(j) A grantee shall take an inventory of non-expendable personal property of the grant project and must reconcile the results of the inventory with the property records maintained under (i) of this section at the end of the grant period to verify the existence, current use, and continued need for the property.

(k) A grantee shall maintain a control system to insure adequate safeguards to prevent loss, damage or theft of non-expendable personal property of the grant project. A grantee shall provide for the investigation and full documentation of a loss, damage or theft of non-expendable personal property of the grant project. (Eff. 6/11/96, Register 139; am 6/18/08, Register 187)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.730 RECORDS MANAGEMENT**

(a) All program records relating to the grant project are the sole property of the Corporation. A grantee shall permit any representative of the Corporation to examine and make copies of all program records related to the grant at any time during regular business hours upon 24 hours notice. Upon the Corporation's written request, a grantee shall immediately deliver the original version of all program records to the Corporation. The delivery of program records to the Corporation shall be at the grantee's expense and the grantee may not condition in any manner whatsoever the delivery of program records. Any records that grantee has retained on microfilm or otherwise condensed must be reproduced promptly, at no cost, upon the Corporation's written request.

(b) The grantee shall permit any representative of the Corporation to examine and make copies of all administrative records related to the grant at any time during regular business hours upon 24 hours notice. A grantee's financial, accounting and banking records are related to the grant if they document in any way the receipt, deposit, expenditure or accounting of any grant funds. A grantee's employee personnel records are related to the grant if the employee at issue was paid in whole or in part with grant funds during the term of the grant agreement. A grantee may not condition in any manner whatsoever the Corporation's right to examine and copy administrative records related to the grant.

(c) The grantee and a subcontractor of a grantee under 15 AAC 154.745 shall retain grant and subcontract records, including records of the receipt and disposition of grant income, for a period of three years, subject to the following:

- (1) the grantee or the subcontractor shall retain the records as long as an audit is in progress or as long as audit findings, litigation, or claims involving the records are pending;
- (2) the grantee or the subcontractor shall retain records for non-expendable personal property of the grant project for three years after the final disposition of or appropriate reimbursement for that property to the Corporation; and
- (3) the retention period for each year's records begins at the date of submission to the Corporation of the grantee's or subcontractor's annual or final financial status report or its equivalent;

(d) The provisions of (c) of this section do not apply to records transferred to or maintained by the Corporation. The Corporation may request a transfer of the records described in (a) of this section to the custody of the Corporation at any time during the retention period established in (c) of this section if the Corporation determines that it is in the best interests of the Corporation. The Corporation may make arrangements with the grantee to retain records that are continually needed for joint access. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

**15 AAC 154.735 REPORT REQUIREMENTS**

A grantee shall submit to the Corporation, on forms specified by the Corporation, grant project performance reports and financial reports. The grantee shall submit the reports in accordance with the grant agreement or in accordance with written instructions delivered to the grantee by the Corporation. If the grantee fails to submit complete and timely reports, the Corporation may withhold payment under 15 AAC 154.780. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

**15 AAC 154.740 AUDIT REQUIREMENTS**

(a) The grantee shall comply with the audit requirements established by 02 AAC 45.010, and by any applicable federal requirements. The grantee shall provide the Corporation with a copy of any audit report conducted of the grantee's expenditure of grant funds within 30 days of its receipt by the grantee. The Corporation may establish additional audit requirements.

(b) A subcontractor under 15 AAC 154.745 must provide the grantee or its representative with reasonable access to the books, documents, papers, and records of the subcontractor if the grantee determines that access to this information is necessary for the purposes of an audit.

(c) A grantee subject to a cost allocation plan under 15 AAC 154.776 shall also provide the Corporation with a copy of any audit report conducted of the grantee's expenditure of grant funds from other sources. (Eff. 6/11/96, Register 139; am 9/23/97, Register 145)

Authority: AS 18.55.100 AS 18.56.088

**15 AAC 154.745 ASSIGNABILITY AND SUBCONTRACTING**

(a) The grantee may not assign or delegate the grant agreement or any part of it, or any right to monies paid under the grant agreement without the written approval of the Corporation. Grant monies may not be used to directly or indirectly employ, award contracts to, or otherwise engage the services of any contractor federally debarred, suspended or placed on ineligibility status.

(b) The grantee may enter into a subcontract for the performance of an activity required by the grant only if:

(1) the grantee remains administratively and financially responsible for the activity and is responsible for the performance of the subcontractor;

(2) the subcontractor agrees that the Corporation's approval of the subcontract shall not create any contractual relationship between the subcontractor and the Corporation;

(3) the subcontractor is authorized to do business in the state and has obtained any necessary bonding required by the Corporation or applicable federal regulations;

(4) the subcontractor agrees to perform in accordance with all applicable grant provisions and agrees to permit the grantee reasonable access to its records for the purposes of 15AAC154.740;

(5) the subcontract includes a provision under which the subcontractor indemnifies the Corporation against all damages or claims for damages arising out of the subcontractor's activities under its contract with the grantee; and

(6) the grantee obtains Corporation approval before entering into the subcontract.

(Eff. 6/11/96, Register 139; am 6/18/08, Register 187)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.750 COMPLIANCE WITH APPLICABLE LAWS**

(a) The grantee shall perform the grant project in accordance with all applicable laws and regulations. The grantee must obtain any federal, state or municipal permit required for the performance of the grant project. The grantee must have a current Alaskabusiness license if it is required by AS 43.70.020.

(b) The grantee shall comply with all federal, state or municipal laws providing for public notice of grant project activities and shall maintain a record of such compliance.

(c) The grantee shall comply fully with 42 U.S.C. 2000d and 29 U.S.C. 794, and any Corporation policy or procedure for the implementation of those laws.

(d) The grantee shall comply with any procedures required by the Corporation for processing complaints alleging discrimination on the basis of sex, race, color, national origin, or physical handicap. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.755 EQUAL OPPORTUNITY**

(a) The benefits of the grant project shall be made available to all qualified persons without regard to race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood.

(b) The grantee may not discriminate against any employee or applicant for employment because of race, religion, color, national origin, age, physical handicap, sex, marital status, changes in marital status, pregnancy or parenthood. The grantee shall post in conspicuous places, accessible to employees and applicants for employment, at the location of the grantee's grant project, notices setting out the provisions of AS 18.80.220.

(c) The grantee shall state, in solicitations or advertisements for employees to work on a grant project, that the grantee is an equal opportunity employer and that all qualified applicants will be considered for employment without regard to race, religion, color, national origin, age, physical handicap, sex, or marital status.

(d) The grantee shall send to each labor union or representative of workers with which the grantee has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the grantee's commitments to equal employment opportunity and shall post copies of the notice in conspicuous places accessible to employees and applicants for employment, at the location of the grantee's grant project.

(e) The grantee shall include the requirements of this section in the grantee's contracts and shall require compliance with these provisions in contracts entered into by its subcontractors.

(f) The grantee shall promptly comply with the directives of any state agency having jurisdiction over compliance with federal or state laws and regulations relating to the prevention of discriminatory employment practices. (Eff.6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.760 CONFIDENTIALITY**

In a grant program for which a federal or state law or regulation requires confidentiality, the grantee will establish procedures for preserving that confidentiality before the Corporation awards the grant. The Corporation will include the procedures as part of the terms of the grant. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.765 PROGRAM REVISIONS**

(a) Before changing the scope of work of a grant project from the terms of the grant award, a grantee must submit the proposed changes in writing to the Corporation for approval. The Corporation will notify the grantee of its decision within 30 days after receipt of the proposed changes.

(b) To change the beginning or ending date of a grant period, a grantee must submit to the Corporation for approval a written request for the change. A request to change the ending date of a grant must be submitted at least 30 days before the ending date of the grant. A

request to change the ending date of a grant submitted within 30 days before the ending date of the grant will be considered only upon a showing by the grantee of good cause for the delay in submitting the request. Within 10 working days after receipt of the request, the Corporation will review the request and notify the grantee of its decision. The grantee may not use grant money to pay an expense incurred before the beginning date or after the ending date of the grant period unless payment of the expense is authorized under the terms of the grant and is authorized in writing by the Corporation.

(c) If the project director of a grant project relinquishes or expects to relinquish active direction of the grant project, the grantee shall immediately notify the Corporation in writing. The Corporation may require the grantee to obtain the Corporation's approval of the project director's replacement. If the project director anticipates a temporary absence exceeding three months, the grantee shall notify the Corporation of the anticipated absence at least 30 days before the director's departure. The Corporation may require the grantee to obtain the Corporation's approval of the absence. If the approval of the grant was based, in whole or in part, on the qualifications of the individual program director, the Corporation may terminate the grant if the Corporation disapproves a replacement or an absence under this subsection. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.770 BUDGET REVISIONS**

(a) Subject to (b) of this section, a grantee may reallocate money between budget categories within the total budget of the grant project to meet unanticipated expenditures necessary to the successful continuation or completion of the grant project, if the expenditures are authorized under the terms of the grant. Budget revisions may not be used to increase any budget category for project administrative expenses without the approval of the Corporation.

(b) The grantee must:

- (1) receive approval from the Corporation before reallocating an amount under (a) if the reallocation will result in the total amount of reallocations under (a) exceeding 10% of the amount of the grant or \$10,000, whichever is less, or such other amount as may be set out in the grant agreement, during the term of the grant agreement; and
- (2) notify the Corporation within 30 days after reallocating an amount not subject to (1) of this subsection. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.775 COSTS**

(a) A grantee shall not earn a profit on a Corporation grant. A grantee may use money received from a grant only to pay a cost described in this section. A grantee may make a payment under this section only:

- (1) in accordance with the limitations established in this section;
- (2) if the Corporation determines that payment of the cost is necessary for the accomplishment of the objectives of the grant project; and
- (3) if the cost is reflected in the budget of the grant project.

(b) A grantee may pay the following costs under (a) of this section:

- (1) telephone, postage, telegram and other communication costs;
- (2) the cost of insurance premiums, including but not limited to insurance premiums for employee health, hazard, malpractice, and other liability insurance coverage for personnel, vehicles, and activities of the grant project;
- (3) registration fees for symposiums and seminars;
- (4) membership dues in professional organizations;
- (5) tuition and related costs for training an employee if the grantee obtains approval from the Corporation for the grantee's written training plan;
- (6) the cost of providing training services for persons other than employees;
- (7) bonding costs;
- (8) equipment purchase costs subject to 15 AAC 154.715 and 15 AAC 154.725.

- (9) equipment maintenance and repair costs;
- (10) the cost of transporting equipment from one grantee to another;
- (11) the cost of supplies; and
- (12) the cost of an audit if the scope of the audit is defined in accordance with appropriate federal or state law or regulations.

(c) A grantee may pay for fees, transportation expenses, and lodging or subsistence expenses of consultants under (a) of this section. However, a grantee may not pay these costs under (a) of this section to any employee of the grantee if it will result in double compensation to the employee or to the grantee for services or hours provided by the employee. Before paying a cost under this subsection, the grantee must establish written policies which provide, at a minimum, that:

- (1) the consultant's services must be essential to the grant project and cannot be provided by a person whose salary is paid, in whole or in part, with money from the grantee's grant;
- (2) the grantee will establish and use a selection process to secure the most qualified consultant available;
- (3) the selection of the consultant will be approved by a senior officer employed by the grantee; and
- (4) the consultant's fee must be appropriate considering the qualifications of the consultant, the consultant's normal fees, and the nature of the services rendered by the consultant.

(d) A grantee may pay for travel expenses under (a) of this section. If the grantee has a written travel policy that is more restrictive than this subsection, the grantee may pay no more for the travel expenses under (a) of this section than the amount that is allowed under that policy. For air travel, the expenses paid under (a) of this section may not include first-class seating or travel on a carrier other than a United States carrier unless no other form of air travel is available. For travel outside of the state of Alaska, the grantee must obtain the prior approval of the Corporation. A grantee may pay for travel expenses under (a) of this section only to the extent that the travel expenses do not exceed the greater of:

- (1) the basic reimbursement for travel expenses and the basic lodging and meal allowances allowed under the Corporation travel policies that are in effect at the time that the Corporation awards the grant;
- (2) the actual costs, not including gratuities, of moderately-priced accommodations and meals; or
- (3) for a project that includes funding under a federal grant to the grantee or federal contract with the grantee, the costs allowable under the federal grant.

(e) A grantee may pay tax expenses under (a) of this section. However, these expenses may not include taxes from which the grantee is exempt.

(f) A grantee may pay the following costs under (a) of this section only after receiving approval from the Corporation for the cost:

- (1) the cost of advertising and public-awareness activities if the grantee assumes sole responsibility for their content;
- (2) the cost of legal services;
- (3) salaries, wages, overtime, and fringe benefits paid to employees of the grant project, subject to (g)-(h) of this section;
- (4) the cost of rental or lease of facilities and equipment;
- (5) the cost of altering or renovating a building for the grantee's use if:
  - (A) the building has a usable life consistent with the objectives of the grant project, is architecturally suitable for conversion, and conforms with federal law and regulations governing access by the physically handicapped;
  - (B) the space involved will actually be occupied by the grant project or part of the grant project; and

(C) the grantee secures a lease for the grant period if the grantee does not own the building;

(6) the cost of acquiring or constructing a building.

(g) A payment under (f)(3) of this section may include payment for leave accumulated by an employee during the period of the grant in accordance with the written employee-leave policy established by the grantee under 15 AAC 154.710.

(h) A grantee may, under (a) of this section, pay for costs other than those described in (a)-(h) of this section only after receiving approval in writing from the Corporation prior to incurring the cost. (Eff. 6/11/96, Register 139; am9/23/97, Register 145); am 6/18/08, Register 187

Authority: AS 18.55.100 AS 18.56.088

NOTE: - The travel expense, lodging, and meal allowance information, referred to in 15 AAC 154.775, may be obtained by writing to the Supply and Logistics Department, Alaska Housing Finance Corporation, P.O. Box 101020, Anchorage, Alaska 99510-1020.

#### **15 AAC 154.776 COST ALLOCATION PLAN**

(a) A grantee that is the recipient of other grants or has income from other sources must submit to the Corporation a cost allocation plan which fairly allocates shared costs between the grant project and non-grant activities.

(b) The cost allocation plan shall provide for the allocation of all general administrative and overhead expenses between the grant project and non-grant activities. However, the allocation may not result in payments to the grantee from all funding sources which exceed the amount owed for such expenses. Costs which can be directly attributed to non-grant activities shall not be charges against the grant.

(c) If an employee of a grantee performs duties under the grant project and duties which are not under the grant project, the grantee shall determine the amount of a payment under 15 AAC 154.775(f)(3) on the basis of the amount of time spent by the employee in performing the duties under the grant project. If the employee concurrently performs the same duty for the grant project and for activities which are not part of the grant project or for a grant project funded by two or more funding sources, the grantee must allocate payments to the employee under 15 AAC 154.775 (f)(3) according to a cost allocation plan approved by the Corporation. However, the allocation may not result in payments to the grantee from all funding sources which exceed the amount owed to the employee. A grantee not allocating an employee's time under a cost allocation plan, must keep accurate records reflecting the actual amount of time the employee spends on the grant project and non-grant activities.

(d) The Corporation will, in its discretion, monitor the non-grant activities of a grantee under 15 AAC 154.805 for purposes of determining whether a proposed cost allocation plan or costs submitted to the Corporation fairly allocate shared expenses or employee costs between the grant project and non-grant activities. (Eff.9/23/97, Register 145)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.780 PAYMENT**

(a) Subject to 15 AAC 154.735, the Corporation will, in its discretion, make payments to a grantee under a grant by monthly or quarterly advances or reimbursements. To receive a payment under this section, the grantee must submit to the Corporation a payment request made on a form provided by the Corporation.

(b) A grantee shall reimburse the Corporation for a payment made to the grantee to the extent that the grantee does not expend or encumber the payment before the end of the grant period. A grantee shall notify the Corporation in writing no later than 30 days after the end of the grant period of an outstanding encumbrance of a payment made under (a) of this section. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.785 RECOVERY OF FUNDS**

The grantee shall repay to the Corporation any costs determined not to be allowable as a result of any findings or questioned costs identified in the audits required by 15 AAC 154.740 or as a result of any grant monitoring activities of the Corporation under 15 AAC 154.805. Repayment by the grantee of grant funds under this recovery provision shall occur within thirty (30) days of demand. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.790 REDUCTIONS IN FUNDING**

If funding from any state, federal, or other source which funds the grant is withdrawn, reduced, or limited in any way during the term of the grant agreement, the Corporation may immediately terminate the grant agreement or reduce the funding level of the grant to a level consistent with any new funding limitations. (Eff.6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.795 GRANT INCOME**

(a) A grantee shall report grant income to the Corporation on a form designated by the Corporation.

(b) Subject to (c)-(f) of this section, a grantee shall use grant income, including the grantee's share of proceeds from the sale of assets of the grant project, to further the objectives of the grant project, including, but not limited to, uses which will

- (1) increase the number of persons served by the grant project;
- (2) increase the services provided by the grant project;
- (3) improve the quality of the services provided by the grant project;
- (4) establish a reserve fund for use in off-setting underestimates of financing needs for the grant project;
- (5) improve the capabilities of the grant project to generate reimbursement for services from a source other than the Corporation or the clients of the grant project;
- (6) satisfy requirements under the grant program for matching contributions from the grantee.

(c) The grantee must expend grant income in the grant period in which it is earned. A grantee may use grant income only:

- (1) as specified in the terms of the grant; and
- (2) with approval from the Corporation.

(d) The provisions of (b) and (c) of this section do not apply to a grantee if, in the grantee's application for the grant, the grantee reduced the total anticipated cost of the grant project by the anticipated grant income to be received during the grant period and used the remaining net anticipated cost of the grant project to determine the amount of the grant required to operate the grant project. However, to the extent that actual grant income during the grant period exceeds the anticipated grant income, the provisions of (b) and (c) of this section apply to the grantee.

(e) All grant income shall be paid over to the Corporation unless otherwise provided for in the grant agreement.

(f) The grantee may not use grant income for purposes prohibited by 15 AAC 154.800. (Eff. 6/11/96, Register 139, am 9/23/97, Register 145)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.800 PROHIBITED ACTIVITIES**

(a) No board member, officer, or employee of the grantee shall have any personal or financial interest in any contract or subcontract for work to be performed in connection with the activities assisted under the grant agreement.

(b) No member of the grantee shall have any personal or financial interest in any contract or subcontract for work to be performed in connection with the activities assisted under the grant agreement which provides such person with an excess benefit. For purposes of this section, "excess benefit" means any economic benefit provided to the named persons in consideration of work performed or to be performed by such person under any grant, contract or subcontract funded in whole or in part by the grant which exceeds the

reasonable fair market value or work performed, as determined by a competitive process or by a qualified independent third party.

(c) No member of the governing body of the jurisdiction in which the project is undertaken or located and no other official of such locality or localities who exercises any functions or responsibilities with respect to the project during his or her tenure shall have any personal or financial interest in any contract or subcontract for work to be performed in connection with the activities assisted under the grant agreement.

(d) No grant funds shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to influence the approval or defeat of any ballot issue or to lobby any state agency or member or employee of the legislature.

(e) No grant funds may be used by or on behalf of the grantee to influence or attempt to influence an officer or employee of any federal agency, a member of Congress, or an employee of a member of Congress or in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement.

(f) No grant funds may be used for payment of any bonus or commission for the purpose of obtaining approval or concurrence under the grant agreement provided, however, that reasonable fees of a bona fide technical consultant, managerial, or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as grant project costs.

(g) The grantee shall include in all subcontracts a provision prohibiting the expenditure of grant funds for purposes prohibited by subsections (a)-(e) and shall require certification by such subcontractors of compliance with those provisions. (Eff. 6/11/96, Register 139; am 8/13/04, Register 178)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.805 MONITORING AND EVALUATION**

(a) The Corporation may monitor and evaluate the programmatic or financial performance and progress of the grant project whenever it is determined to be in the best interest of the Corporation.

(b) The Corporation may enter into a contract to provide for monitoring and evaluation of grantees under (a) of this section. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.810 GRANT CLOSE OUT**

Within 90 calendar days after the completion of development activities, all financial, performance, and other reports as required by the terms and conditions of the grant agreement shall be submitted by the grantee. The Corporation may approve extensions, for good cause, when requested by the recipient. The Corporation will close out a grant if it determines that the following conditions have been met:

(1) the grantee has submitted all required performance reports, however, a grantee's failure to submit a report will not preclude the Corporation from closing out a grant if it is determined to be in the Corporation's best interest;

(2) the grantee has submitted a final expenditure report and certified that all outstanding grant costs have been paid;

(3) the grantee has certified that all subcontracts have been completed;

(4) excess grant funds or grant income has been returned to the Corporation; and

(5) the Corporation has determined that it has no further interest in keeping the grant open. (Eff. 6/11/96, Register 139; am 5/29/02, Register 164)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.815 SUSPENSION**

(a) If a grantee fails to comply with the terms of a grant or of 15 AAC 154.700 - 154.835, the Corporation may, after providing the grantee with written notice of the failure to comply, suspend the grant. A grantee may not use grant money to pay an obligation

incurred during the period of the suspension; however, the grantee may pay an obligation incurred before the period of suspension, if the grantee obtains the approval of the Corporation and if payment of the obligation would otherwise be allowed under this chapter or under the terms of the grant. A suspension under this subsection remains in effect until the grantee takes corrective action and provides proof of the corrective action satisfactory to the Corporation, until the grantee successfully appeals the suspension, or until the Corporation or grantee terminates the grant. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

**15 AAC 154.820 TERMINATION**

(a) The Corporation may terminate a grant, in whole or in part, at any time before the end of the grant period with the consent of the grantee.

(b) The Corporation may terminate a grant, in whole or in part, at any time before the end of the grant period upon 30 days written notice to the grantee.

(c) The Corporation may terminate a grant, in whole or in part, before the end of the grant period if the grantee fails to comply with a term of the grant or of 15 AAC 154.700 - 154.835. The Corporation shall promptly notify the grantee in writing of the termination, the reasons for the termination, the effective date and the portion of the grant to be terminated if the termination is partial.

(d) A grantee may terminate a grant at any time before the end of the grant period upon 30 days written notice to the Corporation.

(e) If a grant is terminated, payments to the grantee or recovery of money by the Corporation will be made in accordance with the rights and liabilities of the grantee and the Corporation. Upon receipt of a notice of termination under (a)-(c) of this section, the grantee may not incur new obligations to be paid with money from a terminated grant or the terminated portion of a grant. After receiving notice of the termination, the grantee shall make a reasonable effort to cancel as many of the grantee's outstanding obligations which, but for the termination, would be payable, in whole or in part, with money from the grant as possible. (Eff. 6/11/96, Register 139; am 9/23/97, Register 145)

Authority: AS 18.55.100 AS 18.56.088

**15 AAC 154.822 DEBARMENT**

(a) The Corporation will, in its discretion, initiate a proposed debarment of a grantee, prospective grantee or other person associated with a grant by providing written notice sent by certified mail, return receipt requested, to the last known address of the grantee, prospective grantee or other person. The notice must inform the respondent of the reasons for the proposed debarment.

(b) Debarment may be imposed for:

(1) Conviction of or a civil judgment for:

(A) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction;

(B) Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, receiving stolen property, making false claims, or obstruction of justice;

(C) Commission of any other offense indicating a lack of business integrity or business honesty that seriously and directly affects the present responsibility of a person.

(2) Violation of the terms of a public agreement or transaction so serious as to affect the integrity of an agency such as:

(A) A willful failure to perform in accordance with the terms of one or more public agreements or transactions;

(B) A history of failure to perform or of unsatisfactory performance of one or more public agreements or transactions; or

(C) A willful violation of a statutory or regulatory provision or requirement applicable to a public agreement or transaction.

(3) Any one of the following:

- (A) Debarment by a federal agency or another state agency;
- (B) Knowingly doing business with a debarred person in connection with the performance of a Corporation grant or contract;
- (C) Failure to pay a single substantial debt, or a number of outstanding debts (including disallowed grant costs and overpayments) owed to any state agency, provided that the debt is uncontested by the debtor or, if contested, provided that the debtor's legal and administrative remedies have been exhausted; or
- (D) Any other cause so serious or compelling in nature that it affects the present responsibility of the respondent.

(4) For the purposes of determining grounds for debarment, the conduct of any officer, director, shareholder, partner, employee or other individual associated with a respondent may be imputed to the respondent when the conduct occurred in connection with the individual's performance of duties for or on behalf of the respondent or with the respondent's knowledge, approval or acquiescence. The respondent's acceptance of the benefits derived from the conduct shall be evidence of such knowledge, approval or acquiescence. The conduct of a respondent may be imputed to any officer, director, shareholder, partner, employee or other individual associated with the respondent who participated in, knew of or had reason to know of the respondent's conduct.

(c) A respondent may contest the proposed debarment by filing a response with the Corporation within 15 days of receipt of the notice. The response must contain information and argument in opposition to the proposed debarment, including identification of disputed material facts. If the respondent fails to file a timely response, the Corporation will, in its discretion, notify the respondent that the respondent is debarred.

(d) If a respondent files a timely response contesting the proposed debarment and requests a hearing, the chief procurement officer will appoint a Corporation employee from outside the department proposing the debarment to act as a hearing officer and issue a decision on the proposed debarment. If the hearing officer finds that the respondent's submission in opposition raised a genuine dispute over facts material to the proposed debarment, the respondent shall be afforded an opportunity to appear with a representative, submit documentary evidence, present witnesses, and confront any witness the Corporation presents.

(e) The hearing officer shall issue a decision on the proposed debarment on the basis of all the information in the administrative record. If the hearing officer decides to impose debarment, the decision must include findings regarding disputed material facts, the reasons for the debarment and the period of debarment including the effective dates. Debarment shall be for a period commensurate with the seriousness of the grounds for debarment.

(f) A debarment decision takes effect upon the issuance of a written decision. After the debarment decision takes effect, the respondent remains debarred and may not be awarded a Corporation grant until a court or the Corporation orders otherwise, or until the debarment period specified in the decision expires. Any existing Corporation grant shall be terminated. If the respondent who has been debarred is an individual, the individual is debarred from participating in a Corporation grant as a principal, officer, director, employee or contractor of a grantee. (Eff. 9/23/97, Register 145)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.825 APPEAL PROCEDURES**

(a) A grantee may appeal the following decisions under this section:

- (1) a decision to withhold a payment under 15 AAC 154.735;
- (2) a decision of the Corporation to require a refund of grant money under 15 AAC 154.785;
- (3) a decision to suspend a grant under 15 AAC 154.815;
- (4) a decision to terminate a grant under 15 AAC 154.820(c);
- (5) a decision to withhold all or part of a payment on the grounds that a submitted expense is not an allowable cost under 15 AAC 154.775 or 15 AAC 154.776; and

- (6) a decision to debar a respondent under 15 AAC 154.822.
- (b) The appellant must submit, within 30 days after receipt of notification of the administrative action or decision, a written appeal to the Corporation's chief procurement officer. The appeal must state the factual grounds upon which the appeal is based, include relevant exhibits or affidavits, and cite any laws, regulations, or Corporation policies or procedures upon which the appellant relies.
- (c) Upon receipt of an appeal, the chief procurement officer shall direct the grant program manager to submit a written response to the appeal within 30 days.
- (d) After receipt of the Corporation's response, the chief procurement officer shall issue a decision within 45 days stating the reasons for the decision. If the chief procurement officer determines that additional information is necessary to reach a decision, the chief procurement officer will, in the chief procurement officer's discretion, provide for additional written or oral presentations. If the chief procurement officer requests additional presentations, the time within which the chief procurement officer must issue a decision will be extended by 15 days. (Eff. 6/11/96, Register 139; am 9/23/97, Register 145)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.830 SOVEREIGN IMMUNITY**

If the grantee is an entity which possesses sovereign immunity or asserts that it possesses sovereign immunity, the grantee must agree as a condition of receiving a Corporation grant that the grantee irrevocably waives its sovereign immunity with respect to Corporation enforcement of the grant agreement. The waiver of sovereign immunity must be effected by a resolution of the entity's governing body. (Eff. 6/11/96, Register 139)

Authority: AS 18.55.100 AS 18.56.088

#### **15 AAC 154.835 DEFINITIONS**

Unless the context indicates otherwise, in 15 AAC 154.700 - 15 AAC 154.835:

- (1) "administrative records" means the financial and accounting records, banking records and employee personnel records of the grantee;
- (2) "approval" means a written agreement or permission to proceed, signed by an authorized representative of the Corporation, in response to a written request from the grantee or applicant for approval of a proposed action;
- (3) "budget" means the financial expenditure plan of a grant project approved by the Corporation, and includes money awarded under the grant program and any other financing used for the grant project;
- (4) "grant" means an award of financial or direct assistance by the Corporation to an eligible recipient based on review and approval of an application setting forth a proposed activity or service;
- (5) "grant income" means income earned by a grant project during the grant period including, but not limited to, proceeds from the sale of products or services, fees received for personal services, proceeds from the sale of assets of the grant project, and royalties from copyrights or publications;
- (6) "grant period" means the time period for which the grantee has been awarded a grant;
- (7) "grant program" means the appropriate program within the Corporation under which grants are made for the type of services or activities the grantee provides;
- (8) "grant project" means a project for which a grant has been awarded;
- (9) "grantee" means the person or other legally accountable entity which receives a grant;
- (10) "non-expendable personal property" means:
  - (A) an article of tangible personal property which is complete in itself, is of a durable nature, has an expected useful life of more than one year, and has an acquisition cost, as defined in 15 AAC 154.725(b), of \$5,000 or more; or
  - (B) intangible personal property, such as patents, inventions and copyrights;
- (11) "nonprofit corporation" means a corporation no part of the income or profit of which is distributable to its members, directors or officers;

(12) "personal property" means property other than real property;

(13) "program records" means those records maintained by the grantee which are in any way related to the grant project and which are not administrative records of the grantee;

(14) "project director" means the person indicated by the grantee in its grant application as being the person having primary responsibility for the management of the grant project;

(15) "real property" means land, land improvements, and structures and appurtenances located on land other than moveable machinery and equipment; and

(16) "records" means all papers, files, books, photographs, reports, computerized data files, tape recordings, accounts, writings, including drafts and memorializations of conversations, and other items, regardless of format or physical characteristics, whether or not developed or originated by the grantee, which are reasonably required in the performance of, or to document the performance of, the grant project. (Eff. 6/11/96, Register 139; 6/18/08, Register 187)

Authority: AS 18.55.100 AS 18.56.088

## **Chapter 45**

### **Grant Administration**

#### **2 AAC 45.010. Audit requirements**

(a) A state agency that enters into a financial assistance agreement to provide financial assistance to an entity shall, in coordination with any other state agencies providing financial assistance to that entity, require that entity to submit to the department an audit of the recipient entity if that entity is subject to an audit under this section. The audit must be conducted and submitted as described in this section. In order to ensure compliance with this subsection, a state agency must include the audit requirements of this section in any financial assistance agreement subject to this subsection.

(b) An entity that expends financial assistance with a cumulative total of \$750,000 or more during the entity's fiscal year shall submit an audit report for the audit period to the department, by

- (1) the earlier of
  - (A) 30 days after the entity receives its audit report for the audit period; or
  - (B) nine months after the end of the audit period; or
- (2) a later date than the date calculated under (1) of this subsection, if
  - (A) the state agency that provides the financial assistance agrees to the change of date; and
  - (B) the agreement under (A) of this paragraph is made in
    - (i) writing; and
    - (ii) advance of the date calculated under (1) of this subsection.

(c) An audit required by this section must be conducted by an independent auditor, according to the following audit standards effective at the time of review for the audit period:

- (1) Government Auditing Standards, 2011 Revision, adopted by the comptroller general of the United States, and adopted by reference;
- (2) generally accepted auditing standards, as accepted by the American Institute of Certified Public Accountants in the Codification of Statements on Auditing Standards, January 2016 revision for the type of entity being audited, adopted by reference;
- (3) State of Alaska Audit Guide and Compliance Supplement for State Single Audits, May 2016 revision, prepared by the department, adopted by reference.

(d) The audit required under this section must report on the following:

- (1) the system of internal controls of the entity and the auditor's identification of significant deficiencies and material weaknesses of the entity, using the applicable standards set out in (c) of this section;
- (2) the entity's compliance with applicable state statutes and regulations and applicable financial assistance agreements affecting the expenditure of the financial assistance; the report must identify findings and known questioned costs that exceed \$5,000 in the aggregate for all transactions of expenditures tested for the financial assistance being audited;
- (3) the entity's financial statements;
- (4) the schedule of state financial assistance;
- (5) the schedule of findings and questioned costs.

(e) As part of the audit report required under this section, the entity must provide

- (1) written comments on any
  - (A) findings;
  - (B) known questioned costs;
  - (C) significant deficiencies, including material weaknesses; and
  - (D) recommendations contained in the audit report;
- (2) the entity's plan for corrective action, if any findings are identified or any recommendations are made in the audit report;
- (3) the status of the entity's implementation of any plans for corrective actions related to
  - (A) the audit reports required under this section for the fiscal year before the audit period; and
  - (B) unresolved findings of audit reports required by this section for audit periods before those specified in (A) of this paragraph; and

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- (4) a written explanation of the reasons why corrective action will not be taken if the entity does not intend to take corrective action on the findings and recommendations in any audit report required by this section.
- (f) An audit report required under this section need not evaluate the effectiveness of a program funded by financial assistance. However, a program evaluation or financial monitoring may be conducted by the state agency or requested of the entity by the state agency that entered into the financial assistance agreement.
- (g) An audit required by this section must cover the entire operations of the entity.
- (h) An entity shall provide the department with sufficient copies of each audit report to allow submission of a copy to each state agency providing financial assistance to the entity. The department will determine if auditing standards have been met and will forward a copy of the audit to the appropriate state agencies. The department will coordinate the assignment of the resolution to one state agency, if the exceptions concern more than one state agency. The applicable state agency providing financial assistance to the entity must meet its responsibilities under other law for ensuring compliance with the audit report.
- (i) Unless additional audit requirements are imposed by state or federal law, a state agency that provides financial assistance to an entity shall accept the audit required by this section in satisfaction of any other audit requirement. If additional audit work is necessary to meet the needs of a state agency, the audit work must be based on the audit required by this section. Nothing in this subsection authorizes a state agency to seek payment from the entity for the additional audit work.
- (j) A third party that receives financial assistance through an entity, in an amount described in this section, is subject to the applicable requirements of this section. An entity that disburses \$750,000 or more in state financial assistance to a third party shall ensure that the third party complies with the requirements of this section. That entity shall also ensure that appropriate corrective action is taken within six months after a third party's noncompliance with an applicable state statute or regulation, or financial assistance agreement, is disclosed.
- (k) Repealed 7/1/98.
- (l) For purposes of this section, if an entity has not identified its fiscal year, that entity's fiscal year is July 1 through June 30.
- (m) Financial assistance in the following form is not included when calculating whether an entity meets the threshold monetary requirement under (b) of this section:
- (1) community revenue sharing money provided under [AS 29.60.850](#) - 29.60.879;
  - (2) repealed 3/31/2008;
  - (3) aviation fuel tax money provided under [AS 43.40.010](#);
  - (4) electric and telephone cooperative gross revenue tax refunds provided under [AS 10.25.570](#);
  - (5) alcoholic beverage license fee refunds provided under [AS 04.11.610](#);
  - (6) fisheries tax refunds provided under [AS 29.60.450](#), [AS 43.75.130](#), and [AS 43.77.060](#);
  - (7) PERS/TRS relief funding under money appropriated to pay employer unfunded liability attributable to the entity under [AS 14.25](#) and [AS 39.35](#);
  - (8) money expended for projects that are solely managed, supervised, and controlled by the Alaska Energy Authority under [AS 44.83](#) and turned over to the grantee at the conclusion of the project.
- (n) Financial assistance in a form listed in (m) of this section is not exempt from compliance testing if the entity meets the threshold monetary requirement under (b) of this section.
- (o) Repealed 7/1/98.

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#### **2 AAC 45.060. External quality review of audit organization**

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Repealed.

#### **2 AAC 45.070. Applicability**

(a) The amended version of this chapter, effective April 1, 2017, applies to an audit for an audit period that begins or continues after April 1, 2017.

(b) An entity may agree to be subject to the provisions of the amended version of this chapter, effective April 1, 2017, for an audit period beginning on or after July 1, 2016 and ending on or before March 31, 2017, by voluntarily submitting

- (1) an audit that complies with those provisions; or
- (2) a statement that an audit is not required under the provisions of 2 AAC 45.010(b).

#### **2 AAC 45.080. Exemptions from financial assistance**

(a) For purposes of this chapter, "financial assistance" does not include the following:

- (1) public assistance provided under AS 47;
- (2) goods or services purchased for the direct administration or operation of state government;
- (3) moneys advanced to an entity under one or more state loan programs;
- (4) power cost equalization payments made to an electric cooperative on behalf of its customers;
- (5) scholarships, loans, or other tuition aid provided to students, but paid to an education institution on their behalf.

(b) In addition to the exemptions set out in (a) of this section, for a third party, "financial assistance" does not include goods purchased from the third party for direct administration or operation of the entity that received financial assistance.

#### **2 AAC 45.085. Waiver of audit requirements**

(a) No later than 30 days after the due date of an entity's audit, the entity may submit a written request to the commissioner under this section for a waiver of the requirements for an audit under 2 AAC 45.010 for good cause.

(b) A written request submitted under this section must state the reasons for the request for waiver and good cause. Good cause exists under this section if

- (1) the financial assistance expended by the entity was under close state agency management and supervision;
- (2) an audit will not likely promote the public interest because
  - (A) the audit will be duplicative of existing audited information;
  - (B) an alternative source of externally verified information from an independent source provides sufficient assurance that the financial assistance was expended properly.

(c) For the purposes of this section, an entity's lack of funding to purchase an audit is not good cause for waiver of an audit under this section.

(d) No later than 30 days after receiving a written request for a waiver under this section, the commissioner will issue a written decision regarding the request for waiver. The written decision will document the basis for any grant or denial of waiver under this section. The commissioner's decision will be mailed or delivered to the entity and will constitute the final administrative decision on the request.

(e) In this section, "commissioner" means the commissioner of administration.

## **Chapter 45**

### **Grant Administration**

#### **2 AAC 45.090. Definitions**

For purposes of this chapter, unless the context otherwise requires,

- (1) "audit period" means the entity's fiscal year in which the entity expended financial assistance;
- (2) "entity" does not include
  - (A) the University of Alaska or any other state agency;
  - (B) a for-profit entity; and
  - (C) a non United States based entity;
- (3) "financial assistance" means state grants, contracts, provider agreements, cooperative agreements, and all forms of state financial assistance to an entity; "financial assistance" includes all forms of state financial assistance provided through an entity to a third party;
- (4) "known questioned costs" means those questioned costs specifically identified by the auditor in the audit conducted under this chapter;
- (5) repealed 3/31/2008;
- (6) "department" means the Department of Administration;
- (7) "significant deficiencies" has the meaning given in the Codification of Statements on Auditing Standards adopted by reference in [2 AAC 45.010\(c\)](#).

## **ATTACHMENT A Standard Provisions**

### **ARTICLE 1. GRANT MANAGEMENT REGULATIONS**

AHFC's Grant Management Regulations, 15 AAC 154.700 – 154.835, as amended from time to time, are incorporated by reference, and made part of this grant agreement. These regulations provide rules for the administration and management of all AHFC grants.

### **ARTICLE 2. GOVERNING LAW**

This Grant Agreement is made and entered into in the State of Alaska and shall be governed by the laws of the State of Alaska and any Federal laws and regulations pertaining to this grant program. Any action relating to this Agreement shall be brought in the courts of the State of Alaska, Third Judicial District, at Anchorage, Alaska.

### **ARTICLE 3. SEVERABILITY**

If any provision under this Grant Agreement or its application to any person or circumstance is held invalid by any court of rightful jurisdiction, this invalidity does not affect other provisions of the Agreement which can be given effect without the invalid provision.

### **ARTICLE 4. AMENDMENTS AND MODIFICATIONS**

This Agreement, including all attachments and documents which by reference are incorporated herein, contains the entire Agreement between AHFC and the Grantee. Except as provided in 15 AAC 154.770, this Agreement may not be modified or amended except in writing signed by both parties and any purported amendment or modification shall be without legal effect until reduced to writing and signed by both parties.

### **ARTICLE 5. INDEMNIFICATION**

The Grantee shall indemnify, hold harmless and defend AHFC and the State of Alaska, their officers, agents, and employees from all liability, including costs and expenses, for all actions or claims resulting from injuries or damages sustained by any person or property arising directly or indirectly as a result of any error, omission, or negligent act of the Grantee, its contractors, or anyone directly or indirectly employed by Grantee in the performance of this Agreement.

All actions or claims, including costs and expenses, resulting from injuries or damage sustained by any person or property arising directly or indirectly from Grantee's performance under this Agreement which is caused by the joint negligence of AHFC, or the State, and the Grantee shall be apportioned on a comparative-fault basis. Any such joint negligence on the part of AHFC or the State must be a direct result of active involvement by AHFC or the State.

### **ARTICLE 6. WAIVER**

No provision of this Grant Agreement may be waived unless agreed to in advance by AHFC in writing. AHFC's failure to insist upon strict performance of any provision of the Grant Agreement or to exercise any right based upon a breach thereof, or the acceptance of any performance during such a breach, shall not constitute a waiver of any right under this Grant Agreement.

## **ATTACHMENT A Standard Provisions**

### **ARTICLE 7. INSURANCE**

The apparently successful Grantee must provide the required insurance certificates as described below within ten (10) working days of Notice of Intent to Award. AHFC will not sign a grant agreement or contract, issue a notice to proceed, or make any payment absent the required insurance certificates.

Without limiting Grantee's indemnification, it is agreed that Grantee will purchase at its own expense and maintain in force at all times during the performance of services under this Grant, the following policies of insurance.

AHFC Risk Management reserves the right, but not the obligation, to review and revise any of the following insurance requirements, based on insurance market conditions which may affect the availability or affordability of coverage; or based on changes in the scope of work or specifications that apply to this Grant. In addition, AHFC Risk Management reserves the right, but not the obligation, to review and reject any insurance policies failing to either meet the necessary criteria or that have been provided by an insurer in poor financial condition or legal status.

The requirements contained herein, as well as AHFC Risk Management review or acceptance of insurance maintained by Grantee is not intended to, and shall not in any manner, limit or qualify the liabilities or obligations assumed by Grantee under this Grant.

Insurance policies required to be maintained by Grantee will name AHFC as additional insured for all coverage where applicable.

Grantee and its subcontractors/subgrantees agree to obtain a waiver, where applicable, of all subrogation rights against AHFC, its officers, officials, employees and volunteers for losses arising from work performed by the Grantee and its subcontractors/subgrantees for AHFC. However, this waiver shall be inoperative if its effect is to invalidate in any way the insurance coverage of either party.

Where specific limits are shown, it is understood that they will be the minimum acceptable limits. If the Grantee's policy contains higher limits, AHFC will be entitled to coverage to the extent of such higher limits. The coverages and/or limits required are intended to protect the primary interests of AHFC, and the Grantee agrees that in no way will the required coverages and/or limits be relied upon as a reflection of the appropriate types and limits of coverage to protect Grantee against any loss exposure whether a result of this Grant or otherwise.

Grantee is to provide AHFC notice of cancellation or non-renewal of any insurance policy required under this grant. Grantee's insurance agent/broker shall provide certificate holder notice of cancellation/non-renewal in accordance with the laws of the State of Alaska.

Failure to furnish satisfactory evidence of insurance or lapse of any required insurance policy is a material breach and grounds for termination of the Grant.

## **ATTACHMENT A Standard Provisions**

A. **Workers' Compensation Insurance:** The Grantee will provide and maintain, for all employees of the Grantee engaged in work under the Grant, Workers' Compensation Insurance as required by AS 23.30.045. The Grantee shall be responsible for ensuring that any subcontractor/subgrantee that directly or indirectly provides services under this Grant has Workers' Compensation Insurance for its employees. This coverage must include statutory coverage for all States in which employees are engaging in work and employer's liability protection for not less than \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Acts) must also be included.

B. **Commercial General Liability Insurance:** The Grantee will provide and maintain Commercial General Liability Insurance with not less than \$1,000,000 per occurrence limit, and will include premises-operation, products/completed operation, broad form property damage, blanket contractual and personal injury coverage. Coverage shall not contain any endorsement(s) excluding or limiting contractual liability nor providing for cross liability.

C. **Automobile Liability Insurance:** The Grantee will provide and maintain Automobile Liability Insurance covering all owned, hired and non-owned vehicles with coverage limits not less than \$1,000,000 per occurrence bodily injury and property damages. In the event Grantee does not own automobiles, Grantee agrees to maintain coverage for hired and non-owned liability which may be satisfied by endorsement to the CGL policy or by separate Business Auto Liability policy.

D. **Umbrella or Excess Liability:** Grantee may satisfy the minimum liability limits required above for CGL and Business Auto under an umbrella or excess Liability policy. There is no minimum per occurrence limit under the umbrella or excess policy; however the annual aggregate limit shall not be less than the highest per occurrence limit stated above. Grantee agrees to endorse AHFC as an additional insured on the umbrella or excess policy unless the certificate of insurance states that the umbrella or excess policy provides coverage on a pure "true follow form" basis above the CGL and Business Auto policy.

E. **Professional Liability Insurance:** The Grantee will provide and maintain Professional Liability Insurance covering all errors, omissions or negligent acts of the Grantee, its subcontractors/sub grantees, or anyone directly or indirectly employed by them, made in the performance of this Grant which results in financial loss to the State. Limits required are not less than \$1,000,000 per each wrongful act.

F. **Contractors' Pollution Liability (or equivalent) Insurance:** The Grantee will provide and maintain Contractors' Pollution Liability Insurance covering all (sudden/accidental or gradual) pollution conditions arising from contracting operations performed by or on behalf of the Grantee, its contractors, or anyone directly or indirectly employed by them, made in the performance of this Agreement. Limits required are not less than \$1,000,000 per each pollution condition.

G. **Certificates of Insurance:** Grantee agrees to provide AHFC with certificates of insurance evidencing that all coverages, limits and endorsements as described above are in full force and effect and will remain in full force and effect as required by this Grant. Certificates shall include a minimum thirty (30) day notice to AHFC of cancellation or non-renewal. The Certificate Holder address shall read:

## **ATTACHMENT A Standard Provisions**

Alaska Housing Finance Corporation  
Risk Management Department  
4300 Boniface Parkway  
Anchorage, Alaska 99504  
Fax (907) 338-9517  
risk@ahfc.us

H. Information for Insurance Agents/Brokers. The Grantee is strongly encouraged to provide its insurance agent/broker with a copy of the insurance provisions of this Grant in order that the Grantee may timely obtain and maintain the required insurance and/or bonding.

### **ARTICLE 8. OWNERSHIP OF MATERIALS**

All designs, drawings, specification, notes, artwork, manuals, software, copyrightable works, patentable works, and all other works developed in the performance of this Agreement are produced for and remain the property of AHFC and may be used by AHFC for any other purpose without additional compensation to the Grantee. All designs, drawings, specification, notes, artwork, manuals, software, copyrightable works, patentable works, and all other works developed by Grantee prior to the performance of this Agreement shall remain the property of Grantee. The Grantee and AHFC shall retain the right to use any and all materials produced or developed under this Agreement for the purposes of internal research and development and/or education. Grantee agrees not to assert any rights and not to establish any claim under the design, patent, trademark, or copyright laws of the United States of America or the State of Alaska for works developed in the performance of this Agreement. The Grantee, for a period of three (3) years after the final payment under this Agreement, agrees to furnish and provide access to all retained materials at the request of AHFC.

### **ARTICLE 9. EXAMINATION OF RECORDS**

Grantee shall permit any person designated by AHFC, at any reasonable time during regular business hours, and upon twenty four (24) hours' notice, to examine and make audits of any and all of the records related to this Agreement.

## **ATTACHMENT B GENERAL PROVISIONS**

### **ARTICLE 1. OPERATION, MAINTENANCE AND SECURITY OF PROJECT**

The Grantee acknowledges that this award is a contribution to the Grantee's project and that AHFC is not responsible for the operation, maintenance and/or security of this grant site during or after project completion.

### **ARTICLE 2. ENERGY STAR PROGRAM PARTICIPATION**

Should the replacement of appliances or equipment be necessary during the program period, the Grantee agrees to acquire products that meet Energy Star standards to the greatest extent practicable. The Grantee will report those acquisitions in the AHFC narrative report form, regardless of the funding source used to acquire those products.

### **ARTICLE 3. AUDIT REPORT REQUIREMENT**

If Grantee expends financial assistance with a cumulative total of \$750,000 or more of State funds during Grantee's fiscal year, Grantee is required to comply with the State Single Audit Act. The latest version of 2 AAC 45.010 is located at the following link:

<http://www.legis.state.ak.us/basis/aac.asp#2.45>. For your reference, the State of Alaska's Single Audit webpage with additional resources including the State Single Audit Guide is located at the following link: <http://doa.alaska.gov/dof/ssa/index.html>.

If Grantee expends financial assistance with a cumulative total of \$750,000 or more of Federal funds during Grantee's fiscal year, Grantee is required to comply with the Federal Single Audit Act. (OMB 2 CFR 200.501)

Grantee shall provide AHFC with a copy of any audit report conducted of Grantee's expenditure of funds provided under this Grant Agreement by the earlier of (A) thirty (30) days after receipt of the report or (B) nine (9) months after the end of the audit period.

The Grantee shall also provide AHFC with a copy of any audit report conducted of Grantee's expenditure of grant funds from other sources.

### **ARTICLE 4. COMPLIANCE WITH FUNDING SOURCE AND PROGRAM REQUIREMENTS**

As a recipient of this grant, Grantee agrees to comply with all terms, conditions, and requirements of the funding source(s) and program(s) under which it is funded as reflected on the Cover Page of this Grant Agreement.

## **ARTICLE 5. COMPLIANCE WITH FAIR HOUSING LAWS**

The Grantee agrees to comply with The Fair Housing Amendments Act of 1988, as applicable to emergency shelters and/or transitional housing programs.

## **ARTICLE 6. COST ALLOCATION PLAN / INDIRECT COSTS**

A cost allocation plan or an indirect cost rate must be submitted to AHFC for written approval prior to any payments to the Grantee, in accordance with the Grants Management Regulations 15 AAC 154.776 Cost Allocation and with the OMB Uniform Administrative Guidance 2 CFR 200.414 Indirect Costs. The Federal indirect cost options include a cost allocation plan, a de minimis indirect rate, and a negotiated indirect rate.

## **ARTICLE 7. RECORD MANAGEMENT**

In addition to the record management requirements within the Grant Management Regulations at 15 AAC 154.730, all program records pertaining to the project(s) under this Grant Agreement must be retained for a period of five (5) years after the Period of Performance has ended. All records must be available upon request for AHFC staff or AHFC designee's review.

## **ATTACHMENT C FINANCIAL PROVISIONS**

### **ARTICLE 1. TASKS REQUIRED PRIOR TO EXECUTION BY AHFC**

Execution of this Grant Agreement by AHFC will not occur until Grantee has accomplished all applicable insurance and bonding requirements indicated in Attachment A, Standard Provisions.

### **ARTICLE 2. TASKS REQUIRED PRIOR TO INITIAL DISBURSEMENT**

- A. Submittal of a completed Authorized Signatories Form as provided in Attachment E;
- B. Submittal of a Cost Allocation Plan or an Indirect Rate (de minimis indirect rate or a negotiated indirect rate) in according to instructions on the form provided in Attachment E (15 AAC 154.776 and 2 CFR 200.414); and
- C. Submittal of all documents necessary to close out any preceding grant agreement for this project funded under the program indicated on the Cover Page to this Grant Agreement.

### **ARTICLE 3. FUNDING SOURCE RESTRICTION**

Funds provided to the Grantee by AHFC under this Grant Agreement may only be used for eligible activities as identified in the Approved Budget and Statement of Special Terms and Conditions or as approved **in writing** by AHFC.

### **ARTICLE 4. PAYMENTS**

Grant funds shall be released to the Grantee on a cost reimbursable basis. Payment requests should be sent to the attention of the AHFC contact person identified in the Grant Agreement, using the Funds Disbursement Request Form provided by AHFC. The Grantee should allow at least 30 days to receive the requested payment. In no case shall the total amount of payments exceed the total amount of this Grant Agreement. Under no circumstances shall AHFC release funds to the Grantee unless this Grant Agreement is fully executed and all required progress reports are current.

### **ARTICLE 5. SEPARATE ACCOUNTING RECORDS**

The Grantee shall maintain a separate general ledger for all AHFC grant funds received and expended on this project.

### **ARTICLE 6. GRANT INCOME**

Any revenues, cost reimbursements, interest income, or other form of income received from a source other than this grant and derived from the delivery of goods and/or services, within this grant's scope of services, will be considered grant income, in accordance with 15 AAC 154.795. **Program income is reported quarterly. Failure to do so could result in funds being recaptured by AHFC. Funds can be rolled over, upon written approval by AHFC – provided the funding is tracked by line item and earmarked for direct program costs or deferred maintenance.**

## **ARTICLE 7. RETAINAGE**

Three percent (3%) of the total grant amount will be retained until AHFC has received and approved all documents required for grant close out as indicated in Attachment B and the Statement of Special Terms and Conditions. Grantees will have a period of ninety (90) days within which to submit close out documents. The close out period will begin when all grant activities are complete or at the end of the grant performance period, whichever occurs first.

## **ARTICLE 8. INTERNAL CONTROLS**

Grantee must establish and maintain effective internal controls that are in compliance with guidance in 'Standards for Internal Control in the Federal Government' issued by the Comptroller General of the United States (Green Book) or the 'Internal Control Integrated Framework', issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

## **ARTICLE 9. PROCUREMENT**

A grantee shall establish written uniform purchasing practices and procedures for the procurement of goods and services. The practices and procedures must be acceptable to the Corporation. Unless other purchasing requirements are made applicable by 15 AAC 154.705, the practices and procedures shall provide that:

- (1) for purchases of non-expendable personal property with a value of \$5,000 or more or for the award of a contract of \$5,000 or more, the grantee will require three competitive price quotations from potential suppliers and complete a cost price analysis if practicable under the circumstances;
- (2) awards shall be made to the bidder or offeror whose bid or offer is responsive to the solicitation and is most advantageous to the grantee, price, quality and other relevant factors considered;
- (3) the grantee will retain written records of price quotations and cost price analysis in accordance with 15 AAC 154.730 and will include in the written records:
  - (A) specifications;
  - (B) suppliers' names and addresses and a statement of the reason for soliciting less than three quotations if applicable;
  - (C) the prices quoted; and
  - (D) the basis for the award if other than price; and
- (4) the grantee will retain written justification and executive management approval for sole source purchases from supplier or contractor with a value of \$5,000 or more.

## **ARTICLE 10. COST PRINCIPLES COMPENSATION**

Wages and Fringe Benefits must be in compliance with Alaska Labor Statutes (Title 23 and related), Alaska Family Leave Act (AFLA), The Alaska Administrative Code and related labor regulations pertaining to Employment Practices and Working Conditions as required by the Alaska Department of Labor and Workforce Development.

# **ATTACHMENT E**

## **FORMS, REPORTS, REGULATIONS AND EXHIBITS**

AHFC Sent via Ariba	<b>Please return this document to AHFC with the signed/initialed Grant Agreement, Budget, and Exhibits (if any).</b>
	<b><u>Attachments</u></b> <b>Download and retain for use.</b>
<u>D</u> Sign	<b>A.</b> Standard Provisions; Attach A (REV 3.21)
<u>D</u> Sign	<b>B.</b> Reporting and General Provisions; Attach B (REV 6.21)
<u>D</u> Sign	<b>C.</b> Financial Provisions; Attach C Financial (REV 6.21)
	<b><u>Data Forms</u></b> <b>Complete ONE version according to instructions on the form and in Attachment B. Reporting and General Provisions.</b>
<u>E</u> mail	<b>D.1</b> Monthly Narrative Report Form and Instructions
<u>E</u> mail	<b>D.2</b> Quarterly Narrative Report Form and Instructions
	<b><u>Financial Forms</u></b> <b>Complete according to instructions on the form and in Attachment C. Financial Provisions.</b>
<u>E</u> mail	<b>F.1</b> Authorized Signatories Form; SignAuth (REV 6.21) Return Signed Form to AHFC with Grant Agreement
<u>E</u> mail	<b>F.2</b> Cost Allocation Plan Form; CostAllocPln (REV 6.21)
<u>E</u> mail	<b>F.3</b> Funds Disbursement Request Form; FDR (Ver.1) Form is attached. (See Attachment C, Article 4)
<u>E</u> mail	<b>F.4</b> Quarterly Financial Report; QFR (Ver.1) Form is attached. (See Special Terms and Conditions, Article 8.B)
<u>E</u> mail	<b>F.5</b> Budget Revision Request Form; BudgRevisReq (Ver.1)
	<b><u>General Regulations</u></b> <b>Retain for reference and use.</b>
<u>AHFC.US</u>	<b>R.1</b> BHAP 22 General Program Definitions
<u>AHFC.US</u>	<b>R.2</b> Cost Allocation Plan Resource Documents
<u>AHFC.US</u>	<b>R.3</b> Article 1. General Provisions : 15 AAC 154.010 -15 AAC 154.090
<u>AHFC.US</u>	<b>R.4</b> Article 7. Grant Management; 15 AAC 154.700 – 15 AAC 154.835
<u>AHFC.US</u>	<b>R.5</b> Chapter 45. Audit Requirements; 2 AAC 45.010

**ATTACHMENT E**

**CERTIFICATION OF UNDERSTANDING AND COMPLIANCE**

The Grantee certifies that the person signing and submitting this Certification of Understanding and Compliance for Attachment E has the full and unencumbered authority to bind the Grantee, has read each and every provision of the Attachment, has a complete understanding of all requirements of the attachment and the provisions of any Agreement that may be formed as a result of the Attachment.

AUTHORIZED SIGNATURE: \_\_\_\_\_

NAME AND TITLE: \_\_\_\_\_

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