

**ATTACHMENT E: SAMPLE CONTRACT**

**Municipality of Anchorage  
HUMAN SERVICES COMMUNITY MATCHING GRANT (HSCMG)**

**Agreement Number:**

**with [Agency]**

**for [Project]**

In consideration of the mutual promises herein, the Municipality and the [Agency] agree as follows:

- A. Part I consisting of 24 sections of general provisions;
- B. Part II consisting of 2 sections of special provisions; and
- C. Part III consisting of Appendices A, B, and C.

**PART I**

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

- Section 1. Definitions
- Section 2. Grant Administration
- Section 3. Duration of Grant
- Section 4. Award of Grant
- Section 5. Use of Grant Funds
- Section 6. Financial Management System
- Section 7. Reporting and Audits
- Section 8. Records Management
- Section 9. Insurance
- Section 10. Permits, Laws and Taxes
- Section 11. Assignments and Subcontracts
- Section 12. Indemnity
- Section 13. Publication, Reproduction and Use of Materials
- Section 14. Unallowable Activities
- Section 15. Termination
- Section 16. Duties upon Termination
- Section 17. Duties upon Expiration
- Section 18. Non Waiver
- Section 19. Notices
- Section 20. Relationship of Parties
- Section 21. Jurisdiction
- Section 22. Integration
- Section 23. Modification
- Section 24. Severability

SECTION 1. DEFINITIONS.

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

- A. "Administrator" means the Director of the Anchorage Health Department or his/her designee.
- B. "Grantee" means [Agency].
- C. "HSCMG" means the Human Services Community Matching Grant.
- D. "Municipality" or "Anchorage" means the Municipality of Anchorage.
- E. "Municipal funds" means all money obtained by the Grantee from or through the Municipality under this agreement.
- F. "Property" means personal or real property used in connection with the Grantee's performance under this agreement and acquired in whole or in part with Municipal funds.

SECTION 2. GRANT ADMINISTRATION.

- A. The Director of the Anchorage Health Department shall administer this grant on behalf of the Municipality.
- B. The Executive Director of the Grantee shall administer this grant on behalf of the Grantee.

SECTION 3. DURATION OF GRANT.

- A. The services, functions, or activities described in Part II, Section 1 shall begin upon signature of both parties and be provided through **June 30, 2023**, the date of expiration of this agreement.
- B. This grant may be executed for one additional year pending receipt of funds and mutual consent of the parties.
- C. The grant may be terminated in accordance with the provisions of Part I, Section 15.

SECTION 4. AWARD OF GRANT.

- A. **The Grantee is hereby awarded a grant in the total amount of XXXXX Dollars (\$XX,XXX). An initial payment (advance) of up to \$10,000 will be made to the Grantee at the beginning of the grant upon execution of the signed Grant Agreement. In no event shall the initial payment (advance) exceed 25% of the total Grant award. This payment is to be used for initial grant expenditures. No further payments under this Grant Agreement will be made to the Grantee until the initial payment (advance) is completely utilized and accounted for through submission of appropriate invoices and program activity reports. All subsequent payments under this Grant Agreement will be made on a cost reimbursable basis upon submission of the**

required Quarterly invoice and project activity reports. In addition, unless approved in writing by the Administrator, no quarterly payment may exceed 25% of the grant award.

- B. This grant is awarded and may only be accepted subject to each and every covenant, term and condition set forth in this agreement. Unless the Grantee is in default of any provision of this agreement, funds shall be paid as indicated in this section at a reasonable time after they are received by the Municipality. Failure to submit reports required under this agreement may result in the Municipality withholding scheduled payments. The Municipality may suspend payments to an agency for instances of non-compliance with the terms of the grant agreement. Payments may be suspended until the agency rectifies all issues of non-compliance and is no longer in default of the grant terms. If any payment is withheld because the Grantee's performance is unsatisfactory, the Municipality must within fourteen (14) working days of the payment denial, notify the Grantee of the payment denial and set forth, with reasonable specificity, what was unsatisfactory and why.
- C. As a condition of payment, the Grantee shall have paid all municipal taxes currently due and owing by the Grantee.
- D. The Grantee acknowledges that the Municipality has no obligation to continue funding the services described herein beyond the term of this agreement regardless of the degree to which the Grantee's project is successful, and the Grantee accepts the compensation described in this Section as full consideration for all costs it incurs in performing under this grant.
- E. This agreement is subject to the availability of funds granted to the Municipality from other funding agencies. The Grantee acknowledges that during the term of this agreement any funding level reduction to the Municipality will reduce funds available to the Grantee.
- F. This agreement is subject to the availability of funds lawfully appropriated by the Anchorage Municipal Assembly for its performance.
- G. Pursuant to Anchorage Municipal Charter Section 13.06(a), funding for this grant can be reduced upon declaration by the Mayor to the Anchorage Municipal Assembly of a severe financial or economic hardship. Funding may not be reduced by more than the amount of the then unencumbered balance.

SECTION 5. USE OF GRANT FUNDS.

- A. The Grantee shall use any and all monies awarded under this agreement only to perform the services, functions or activities described in Part II, Section 1. **Any change in a budget category in the Grant Budget included in Part II, Section 2 which exceeds the total budget category by an amount greater than 20% or fifty thousand dollars (\$50,000), whichever is less, must be approved in writing by the Municipality.**
- B. In performing services under this agreement, the Grantee shall comply with all the terms and conditions of any agreement between the United States or the State of Alaska and the Municipality

under which funds are made available to pay the Grantee under this agreement. The Grantee further agrees to abide by any additional requirements which may be imposed by any funding source for this grant.

- C. To the extent consistent with the purpose for which funds are made available to the Grantee under this agreement, the services and facilities provided by the Grantee will be available to the general public and will be provided only within the Municipality of Anchorage.
- D. All investment income and project generated revenues earned with funds awarded in this grant agreement are considered project income and may be used by the Grantee only for the Program Activities described in Part II, Section 1. The amount of money earned and how it is spent by line item must be reported to the Municipality.
- E. Grant funds made available to the Grantee under this agreement may not be used for expenses or obligations incurred by the Grantee before the effective date approved by the Assembly.
- F. No claim for services, functions or other actions performed in addition to those specifically described in Part II, Section 1 shall be allowed by the Municipality. However, the Grantee may at its own expense provide such other services or perform such other functions as are appropriate and consistent with this agreement.
- G. The Municipality shall pay the Grantee for its actual or accrued expenditures reasonably incurred to perform under this agreement, to the extent the expenditures conform to Part II, Section 2 and represent the Municipality's share of total allowable costs and constitute allowable costs under applicable Federal, State and Municipal standards. If the Grantee does not use Municipal funds in accordance with this Subsection, the Grantee shall return those funds to the Municipality.
- H. The grantee shall establish uniform purchasing practices and procedures for the procurement of goods and services. The practices and procedures shall provide that:
  - 1. for purchases of non-expendable personal property, or for the award of a contract with a value of \$3,000 or more, the grantee will require three competitive price quotations from potential suppliers: and
  - 2. the grantee will retain written records of price quotations in accordance with 7 AAC 78.250 and will include in the written records:
    - a. specifications; and
    - b. suppliers' names and addresses; and

- c. the prices quoted.
- I. Written approval must be obtained from the Municipality prior to expending grant funds for:
  - 1. Travel outside the Municipality; and
  - 2. Out-of-town consultants; and
  - 3. Capital purchases with a unit value exceeding \$1,000; and
  - 4. Subcontracts.
- J. No funds made available to the Grantee under this agreement may be used for:
  - 1. Purchase of automobiles, vans, buses, or other transportation equipment; and
  - 2. Losses from bad debts; and
  - 3. Contributions to contingency reserves or miscellaneous funds; and
  - 4. Contributions, donations, or dues to any organization; and
  - 5. Entertainment costs; and
  - 6. Fines and penalties; and
  - 7. Interest on borrowing, financing or refinancing costs and related legal or professional fees; and
  - 8. Legal fees, except for the direct benefit of service recipients; and
  - 9. Indirect or percentage overhead costs except as directly charged to grant activities funded; and
  - 10. Costs associated with lobbying at local, state, or federal levels or other political activities; and
  - 11. Costs of promoting or opposing unionization; and
  - 12. Costs of supporting any religious or anti-religious activities.

**SECTION 6. FINANCIAL MANAGEMENT SYSTEM.**

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

SECTION 7. REPORTING AND AUDITS.

- A. The Grantee will submit to the Municipality on forms provided by the Municipality, a Quarterly Program Activity Report and a Quarterly Financial Report (Part A and Part B Invoices). The Quarterly Financial Report will include general ledger details for the costs charged. **The use of alternate reporting forms will not be accepted from the Grantee unless the Grantee has requested and received approval for their use in writing from the Municipality prior to submitting them.** The reports shall be received by the Municipality by the tenth (10th) day of the month following the end of each reporting period. Upon expiration of the grant agreement the Grantee will, within fifteen

(15) days submit the final financial invoice. All corrections to previous invoices must also be submitted within fifteen (15) days of the expiration of the grant agreement.

- B. The Municipality reserves the right to alter the reporting requirements and the payment schedule of the grantee based on the overall performance of the grant agency. The Municipality will notify the grant agency in writing of any changes in reporting or billing requirements.
- C. Upon request and within a reasonable time, the Grantee shall provide such other information, reports and access to all records relating to its activities under this grant to the Municipality in such form and at such time as the Municipality may reasonably require.
- D. During normal business hours the Grantee shall permit the Municipality to audit, examine, and make excerpts or transcripts from such records, and to make audits of all invoices, materials, payrolls, personnel records and other data relating to all matters covered by this agreement. The Administrator may authorize individuals to audit, review, monitor, and evaluate all financial and programmatic records of the Grantee to determine compliance with the terms and conditions contained in this agreement. The audits and inspection of records authorized by this Section shall include, but will not be limited to, a review of the organization, general management, financial management, case management, treatment process, and physical facility. A written document(s) outlining minimum operating policies and procedures for the program(s) covered by this agreement must be available for review. Any denial or failure by Grantee to permit Municipality access to any and all records and/or documents set forth in Part I, Sections 6,7, and 8 including, but not limited to, invoices, materials, payrolls, personnel records, financial information, operating policies and procedures, and any other management records shall be deemed a material breach of this Grant Agreement.
- E. The Grantee will retain for a period of five (5) years after completion of all projects funded under this grant all contracts, invoices, materials, payrolls, personnel records, conditions of employment and other data relating to matters covered by this agreement.
- F. The Grantee must comply with State regulation 02 AAC 45.010, Section (b) on audits of State financial assistance.
- G. If any audit by or on behalf of the Municipality has begun but has not been completed at the end of the three-year period or if audit findings have not been resolved at the end of the three-year period, the Grantee shall retain the records described in Subsection D of this Section until the audit findings are resolved.
- H. Upon request and within a reasonable time, the Grantee shall make available for examination all of its records relating to the existence, operation, control and directorate of the Grantee's subsidiaries, sister corporations, partnerships or any related business entities. Such records will provide non-

identifying persons served and shall be retained by the Grantee for a period ending five (5) years after termination of the grant agreement.

- I. The Grantee will fully cooperate with the Municipal Anchorage Health Department, as well as all Municipal planning, evaluation, and program coordination efforts.
- J. If an independent, Municipal or State audit finding indicates exceptions for unallowable costs, then a plan for reimbursement shall be submitted to the Municipality within thirty (30) days of audit findings.

SECTION 8.                    RECORDS MANAGEMENT.

- A. If for any reason the Grantee ceases operations under this agreement before the end of any record retention period in this Section, all records described in Subsection D of Section 7 shall be delivered to the Municipality.
- B. If the Grantee fails to protect its records adequately from fire, theft, damage, deterioration, or any other type of loss during any retention period in this Section, the Municipality may take custody of any records described in Subsection D of Section 7 that the Municipality believes to be inadequately protected.
- C. The Grantee shall maintain written policies and procedures that address the confidentiality of client information. These procedures shall include, but not be limited to, conditions and requirements for release of information, and describe the method of informing the client of how this release of information may be revoked when and if the client so needs; the process for informing clients of their right to confidentiality, the description of regulations that apply and a process for allowing access to client information by authorized representatives of the Municipality for the purpose of monitoring/auditing program activities funded under this grant agreement.
- D. For all school-aged childcare (SACC) services, the Grantee shall maintain a written description of the safety procedures in effect and the method(s) used to record injuries. All injuries are to be recorded by type and frequency. This information is to be kept by each site where SACC services are offered.

SECTION 9.                    INSURANCE.

- A. The Contractor shall maintain in good standing, for the entire period of the contract, the insurance described in subsection B of this section. Before rendering any services under this contract, the Contractor shall furnish the Administrator with a Certificate of Insurance in accordance with subsection B of this section in a form acceptable to the Risk Manager for Anchorage.
- B. The Contractor shall provide the following insurance:



- 1.) \$500,000 Employers Liability and Workers Compensation as required by Alaska Law.
- 2.) Commercial Automobile Liability in the amount of \$1,000,000 combined single limit to include: owned, hired, and non-owned.
- 3.) Commercial General Liability including:
  - \$2,000,000 General Aggregate
  - \$2,000,000 Products/Completed Operations
  - \$1,000,000 Personal & Advertising Injury
  - \$1,000,000 Each Occurrence
  - \$5,000 Medical Payments
- 4.) Professional liability insurance with limits of not less than \$5,000,000 per occurrence and in the aggregate.
- 5) Cyber/Privacy Liability insurance with limits not less than \$1,000,000. The Cyber Coverage shall include, but not be limited to, claims involving invasion of privacy violations (including HIPPA), information theft, and release of private information. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses.

Policies written on a "claims-made basis" must have a two (2) year tail of coverage, or an unbroken continuation of coverage for two (2) years from the completion of the contract requirements.

- C. Each policy of insurance required by this section shall provide advance notice to the Municipality/Contract Administrator prior to cancellation in accordance with the policy. IF the insurer does not notify the Municipality on policy cancellation it shall be the contractor's responsibility to notify the Municipality of such cancellation.
- D. With the exception of Workers Compensation and Professional Liability each policy shall name the Municipality as an "additional insured" and the actual policy endorsement shall accompany each Certificate of Insurance.
- E. General Liability, Workers Compensation, and Automobile policies shall be endorsed to waive all rights of subrogation against the Municipality of Anchorage by reason of any payment made for claims under the above coverage. This policy endorsement shall accompany each Certificate of Insurance.

- F. All policies for general liability shall be primary and noncontributing with any insurance that may be carried by the Municipality.
- G. If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Municipality requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Municipality.
- H. Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that the Municipality is an additional insured on insurance required from subcontractors.

SECTION 10. PERMITS, LAWS AND TAXES.

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

SECTION 11. ASSIGNMENTS AND SUBCONTRACTS.

- A. Unless otherwise allowed in writing by the Municipality, any assignment by the Grantee of its interest in any part of this grant or any delegation of duties under this agreement shall be void, and any attempt by the Grantee to assign any part of its interest or delegate its duties under this agreement shall give the Municipality the right to immediately terminate this agreement without any liability for any actions performed by the Grantee.
- B. The Grantee may enter into subcontracts to purchase goods and services necessary to its performance under this agreement, provided that the Grantee and subcontractor comply with the requirements of this Section.
- C. The grantee shall have established written procedures for the selection of a subcontractor that comply with requirements of Part I, Section 14.
- D. Every subcontract shall be reduced to writing and contain a precise description of the services or goods to be provided and the nature of the consideration paid therefore and comply with requirements of Part I, Sections 5 and 14.

- E. Every subcontract in an amount exceeding \$1,000 shall require retention of and reasonable access to business records of the subcontractor relating to the purchase of goods or services under the subcontract.

SECTION 12.            INDEMNITY.

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

SECTION 13.            PUBLICATION, REPRODUCTION AND USE OF MATERIALS.

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

SECTION 14.            UNALLOWABLE ACTIVITIES.

A. DISCRIMINATION:

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

3. The Grantee shall comply with any and all reporting requirements, which the equal employment opportunity contract compliance program office may establish by regulation. The contract compliance officer may accept the contractor's compliance with Federal requirements or the contractor's Federal reporting documents in lieu of reporting under this section.
4. The Grantee shall include the provisions of Subsection 1 through 3, of this Section, in every subcontract or purchase order under this grant, so as to be binding upon every such subcontractor or vendor of the Grantee under this agreement. The contract compliance officer may accept the contractor's compliance with Federal requirements or the contractor's Federal reporting documents in lieu of reporting under this section.
5. The Grantee shall comply with all applicable Federal, State, and Municipal laws concerning the prohibition of discrimination including, but not limited to, Title 5 and Title 7, Chapter 7.50 of the Anchorage Municipal Code.

**B. CONFLICT OF INTEREST:**

1. No member of any board shall cast a vote on any matter which could financially benefit such member, or any organization such member could represent.
2. Each agency shall avoid organizational conflict of interest, and all personnel shall avoid personal conflict of interest and appearance of conflict of interest in activities involving the procurement of grant funds.
3. No funds shall be paid to any non-governmental individual, institution, or organization to conduct an evaluation of the grant if such individual, institution, or organization is associated with the grant as a consultant or technical advisor.

**C. KICKBACKS:**

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

**D. NEPOTISM:**

No agency shall hire a person in an administrative capacity or staff position under the grant if a member of that person's immediate family is engaged in an administrative capacity for that agency or is on the Board of Directors. The term "immediate family" means: wife, husband, son, daughter, mother, father, brother, brother-in-law, sister, sister-in-law, son-in-law, daughter-in-law, mother-in-law, father-in-law, aunt, uncle, niece, nephew, stepparent, and stepchild. The term "person in an

administrative capacity" includes those persons who have overall administrative responsibility for a grant including all appointed or elected officials who have any responsibility for obtaining and/or approval of any funds received from the Municipality of Anchorage, Anchorage Health Department.

E. POLITICAL PATRONAGE:

1. There shall be no selection of vendors or contractors based on political patronage or affiliation.
2. The Grantee agrees that it shall not expend any municipal funds for the support, opposition, or endorsement of candidate(s) for any state or municipal office, or endorse or oppose any candidate(s) for any state or municipal office even if such endorsement or opposition does not require expenditure of funds. The grantee understands that after a determination by the Municipality that a violation of this prohibition has occurred, it shall result in forfeiture of all unexpended funds for the year in which the violation occurs and ineligibility for any municipal funds for the following fiscal year.

F. LIMITATIONS ON RELIGIOUS ACTIVITIES:

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

1. it will not discriminate against any employee or applicant for employment on the basis of religion and will not limit employment or give preference in employment to persons on the basis of religion; and
2. it will not discriminate against any person applying for such services on the basis of religion and will not limit such services or give preference to persons on the basis of religion; and
3. it will provide no religious instruction or counseling, conduct no religious worship or services, engage in no religious proselytizing, and exert no other religious influence in the provision of such service; and
4. the portions of a facility used to provide such services under this grant agreement, in whole or in part, shall contain no sectarian or religious symbols or decorations.

SECTION 15. TERMINATION.

This grant may be terminated:

- A. By mutual consent of the parties expressed in writing.
- B. By the Municipality when an audit report on a previous grant to the Grantee by the Municipality reveals ineligible expenditures by the Grantee and the Grantee has not reimbursed the Municipality for the full amount of the ineligible expenditures.
- C. For cause, by either party where the other party fails in any material way to perform its obligations under this agreement. Termination under this paragraph is subject to the condition that the terminating party notifies the other party of its intent to terminate, stating with reasonable specificity the grounds for termination, and the other party fails to cure the default within thirty (30) days after receiving the notice.
- D. For the convenience of the Municipality, provided that Anchorage notifies the Grantee in writing of its intent to terminate under this paragraph at least ten (10) days prior to the effective date of the termination.

SECTION 16. DUTIES UPON TERMINATION.

- A. If the Grantee's services are terminated, the Municipality shall pay the Grantee for its actual allowable costs reasonably incurred before the Grantee received notice of termination, less any damages suffered by the Municipality because of the Grantee's failure to satisfactorily perform. The Municipality may, at its option, take possession of any finished or unfinished documents or materials prepared by the Grantee under this agreement.
- B. If the Grantee receives payments exceeding the amount to which it is entitled under Subsection A of this Section, it shall remit the excess to the Municipality within thirty (30) days of receiving written notice to do so.
- C. The Grantee shall not be entitled to compensation under this Section until the Grantee has delivered to the Municipality all final financial and program performance reports and all other documents, records and work products related to this agreement and requested by the Municipality.
- D. If the Grantee's services are terminated, neither party may claim compensation under this agreement not allowed under this Section.
- E. If a final audit has not been performed before the Grantee's services are terminated, the Municipality may recover any costs disallowed as a result of the final audit.
- F. Except as provided in this section, termination of the Grantee's services under Section 15 does not affect any other right or obligation of a party under this contract.

SECTION 17.            DUTIES UPON EXPIRATION.

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

SECTION 18.            NON-WAIVER.

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

SECTION 19.            NOTICES.

Any notice required pertaining to the subject matter of this grant shall be personally delivered, sent via facsimile (FAX) or mailed\* by prepaid first class registered or certified mail, return receipt requested to the following addresses:

<u>Municipality</u>	<u>Grantee</u>
Director	[Position Title]
Anchorage Health Department	[Grantee Name]
PO Box 196650	[Grantee Mailing Address]
Anchorage, Alaska 99519-6650	[Grantee Fax Number]
FAX: (907) 343-6740	

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

SECTION 20.            RELATIONSHIP OF PARTIES.

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

SECTION 21.            JURISDICTION.

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

SECTION 22.            INTEGRATION.

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

SECTION 23.            MODIFICATION.

- A. This grant agreement shall only be modified or changed in writing and be executed by authorized representatives of the parties.
- B. For the purposes of modifications to the approved grant agreement, the authorized representatives of the parties are:

Grantee:            Board Officer

Municipality:    Mayor, Municipal Manager or Authorized Designee

- C. For purposes of any modification or change to the terms and conditions of this agreement, the Grantee must request any modification in writing and the Municipality must receive this request prior to the final 90 days of the grant agreement. All budget modifications must be submitted on the budget revision forms provided by the Municipality.
- D. Any attempt to modify or change this grant agreement by either an unauthorized representative or unauthorized means shall be void.

SECTION 24.            SEVERABILITY.

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



PART II

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

- Section 1. Program Description / Activities  
 Section 2. Grant Budget

SECTION 1. PROGRAM DESCRIPTION / ACTIVITIES.

- A. Project Description  
 [Add project description here].
- B. If the project involves creating, receiving, maintaining, or transmitting client protected health information and/or electronic protected health information, the Grantee shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and/or other confidentiality requirements. Both parties acknowledge that they have the responsibility of maintaining confidentiality in accordance with federal, state, and local laws and regulations. Both parties will instruct all staff, vendors, and contractors on appropriate practices regarding use and disclosure of private health information and with federal requirements.
- C. The Grantee agrees to register, and update as appropriate, project information with United Way 2-1-1 Get Connected, Get Answers at <http://www.alaska211.org>, an information and referral service.
- D. The Grantee shall include the following statements in any publications, printed materials, or electronic media developed under the grant or in any publication of project activities and results:
1. "The opinions, findings and conclusions or recommendations expressed in this publication/program/exhibition are those of the author(s) and do not necessarily reflect the views of the Municipality of Anchorage, Anchorage Health Department."
  2. "This project was supported by a grant awarded by the Municipality of Anchorage, Anchorage Health Department."

SECTION 2. GRANT BUDGET.

- A. Budget

<b>COST CATEGORIES</b>	<b>BUDGETED AMOUNT</b>

Project Total	
Administrative Costs*	
<b>GRANT TOTAL</b>	

\*Administrative costs may not exceed 5% of the “Project Total”. All costs, including administrative, must have an accompanying budget narrative to detail and describe grant costs.

A. Budget Narrative

1. (Narrative description of each budget category).
- 2.

PART III

Part III of this agreement consists of those appendices listed below.

- Appendix A: Logic Model and Indicator Tables
- Appendix B: State of Alaska, Grant Assurances
- Appendix C: State of Alaska, Privacy and Security Procedures for Grantees

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

**MUNICIPALITY OF ANCHORAGE**

**[GRANTEE NAME]**

\_\_\_\_\_  
Name:  
Mayor, Municipal Manager or Authorized Title:  
Designee  
Date:

\_\_\_\_\_  
Name:  
Date:\_\_\_\_\_  
IRS Tax ID No.  
Tax status: ( ) Non-taxable ( ) Taxable

**ANCHORAGE HEALTH DEPARTMENT**

\_\_\_\_\_  
Director  
Date:\_\_\_\_\_

## Appendix A Logic Model and Indicator Tables

Logic Model Table

Human Services Community Matching Grant

APPLICANT AGENCY: \_\_\_\_\_

Resources	Activities	Outputs	Outcomes	Goal

Indicator Table

Human Services Community Matching Grant  
APPLICANT AGENCY: \_\_\_\_\_

Outcome	Indicator	Data Gathering Strategy
1.	1.1.	1.1.1.
	1.2.	1.2.1.
	1.3.	1.3.1.
2.	2.1.	2.1.1.
	2.2.	2.2.1.
	2.3.	2.3.1.
3.	3.1.	3.1.1.
	3.2.	3.2.1.
	3.3.	3.3.1.

## **Appendix B**

### **State of Alaska, Grant Assurances**

#### **(Example from Fiscal Year 2022 Grant Award)**

#### **State Grant Assurances**

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

1. Applicant declares and represents that it is a non-profit organization, and/or is otherwise eligible to receive a grant under 7 AAC 78.030.
2. An applicant awarded a grant shall maintain sufficient insurance to hold the State harmless and agrees to: the provision of workers' compensation insurance, for which the policy must waive subrogation against the State; the provision of comprehensive general liability insurance; the provision of liability insurance if automobiles are used for the purpose of this grant program; and the provision of professional liability insurance when applicable to the services performed under the grant.
3. Compliance with 7 AAC 78.130(a) which includes the requirements of: the Civil Rights Act of 1964 (42 U.S.C. 2000d); the Drug Free Workplace Act of 1988 (41 U.S.C. 701-707); and the American with Disabilities Act of 1990 (41 U.S.C. 12101-12213); and with all other applicable state or federal laws preventing discrimination.
4. Compliance with the requirements of 7 AAC 78.130(b) for establishment and adherence to procedures for processing complaints alleging discrimination.
5. Compliance with OSHA regulations requiring protection of employees from blood borne pathogens and that the Department of Labor must be contacted directly with any questions.
6. Compliance with AS 18.80.220 and 7 AAC 78.120 and other federal and state laws and regulations preventing discriminatory employment practices.
7. Compliance with Health Insurance Portability & Accountability Act of 1996, the Health Information Technology for Economical and Clinical Health Act of 2009, and 45 C.F.R. 160 and 164, if applicable, and other federal and state requirements for safeguarding information, preserving confidentiality and for the secure transmission of all records, whether electronic or not, to DHSS. Any information about DHSS clients that is obtained or developed under grant funds is confidential. Client information cannot be released without the written authorization of DHSS, except as permitted by other state or federal law.
8. Notify DHSS within 24 hours of any suspected or actual breach of security, intrusion or unauthorized access, use or disclosure of DHSS client information. Take prompt corrective action to

- cure any deficiencies that result from breaches of security, intrusion or unauthorized access, use or disclosure of DHSS client information.
9. Provide state officials, or a third party contractor hired under 7 AAC 78.240, access to financial and program records of the grant project.
  10. Maintenance of financial and program records for audit; and compliance with 7 AAC 78.230, or the State Single Audit regulations per 2 AAC 45 and applicable federal audit requirements.
  11. Ensure that grant funds will not be used for lobbying or fund raising; or any other costs prohibited by law or by the terms of the grant agreement.
  12. According to the terms of the Grant Agreement, and upon request of the DHSS, timely submission of complete and correct project fiscal reports, progress narratives, data and other grant project reports and updates.
  13. Compliance with AS 47.05.300-390 and 7 AAC 10.900-990. Compliance includes ensuring that each individual associated with the grantee in a manner described under 7 AAC 10.900(b) has a valid criminal history check from the Department of Health and Social Services, Division of Health Care Services, Background Check Program (“BCP”) before employment or other service unless a provisional valid criminal history check has been granted under 7 AAC 10.920 or a variance has been granted under 7 AAC 10.935. For specific information about how to apply for and receive a valid criminal history check please visit <http://dhss.alaska.gov/dhcs/Pages/cl/bgcheck/default.aspx> or call (907) 334-4475 or (888) 362-4228 (intra-state toll free).
  14. Compliance with AS 47.17, Child Protection, and AS 47.24.010, Reports of Harm, including notification to employees of their responsibilities under those sections to report harm to children and vulnerable adults.
  15. Any publications, printed materials, or electronic media developed under this grant will give credit to the appropriate Division of the Alaska Department of Health and Social Services; and that any materials and media developed or property purchased with grant funds are the property of the State of Alaska, unless otherwise agreed to by both parties in the terms of the grant agreement.
  16. Applicants providing Medicaid reimbursable services will have a Medicaid Provider Number, or apply to obtain one, and will seek Medicaid reimbursement for all eligible services.
  17. Facilities proposed for delivery of services meet current fire code, safety and ADA standards and are located where clients of the program services have reasonable and safe access. Grantees providing residential and/or critical care services to clients of DHSS shall have an emergency response and recovery plan, approved by the agency’s board of directors; that provides for safe evacuation, housing and continuing services in the event of flood, fire, earthquake, severe weather, prolonged loss of utilities, or other emergency that presents a threat to the health, life or safety of clients in their care.
  18. Grantee shall have established purchasing practices and procedures for the use of grant funds that are compliant with 7 AAC 78.270; and agrees to the provisions of 7 AAC 78.280 in the management of property acquired with money received from the grant.
  19. Grantee will comply with 7 AAC 78.160(h) and (i) for travel when utilizing Department grant money (as defined in 7 AAC 78.950).

20. By submitting a proposal for this grant, an applicant certifies their ability to meet the administrative and reporting requirements of this grant program.
21. By submitting a proposal, an applicant certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from receiving any grant assistance by any State or Federal department or agency.
22. By submitting a proposal, an applicant agrees that it will register health and social services programs provided by the applicant agency with United Way 2-1-1 Get Connected, Get Answers at <http://www.alaska211.org/>.
23. Within 30 days of the start of the grant, or within 30 days of the date of hire, all new grantee staff engaged in the delivery or administration of services supported in whole or in part by the grant, to which these assurances are appended, will complete the DHSS Civil Rights training provided online at (<https://learn.dhss.alaska.gov/login/index.php>.) and maintain certificate of completion at the agency.



## Appendix C State of Alaska Privacy and Security Procedures for Grantees

### **POLICY:**

This policy and its accompanying procedures are based on the following: (1) DHSS's obligations under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") (42 U.S.C. 1320d – 3120d-8), the Health Information Technology for Economic and Clinical Health Act of 2009 (P.L. 111-5) (the "HITECH Act") and their implementing regulations at 45 C.F.R. 160 and 45 C.F.R. 164 (the "Privacy and Security Rule") to protect the privacy and security of protected health information (2) where applicable, the obligations of grantees under HIPAA, HITECH Act and the Privacy and Security Rule; (3) where applicable, the obligations of grantees that are federally assisted alcohol and drug abuse programs and subject to the confidentiality protections of 42 C.F.R. Part 2; and (4) obligations for records retention and transfer of records codified as 7 AAC 78.250 - 78.255.

It is the policy of DHSS that the following procedures be incorporated as terms of DHSS's grant agreements. When used in the accompanying procedures, the following terms shall be defined as set forth at 45 C.F.R. Parts 160 and 164: "electronic protected health care information," "protected health information," "use," "disclosure," "workforce," "availability," "confidentiality," "integrity," "security," "breach," and "health oversight agency."

### **PROCEDURES AND REQUIREMENTS:**

1. **Security Practices.** The grantee that creates, receives, maintains, or transmits electronic protected health information in its role as grantee shall undertake the following acts regarding such information:
  - a. Ensure the information's confidentiality, integrity, and availability. 45 C.F.R. 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies, procedures and documentation requirements) shall apply to the grantee in the same manner that such sections apply to DHSS, and shall be implemented in accordance with HIPAA, the HITECH Act, and the Privacy and Security Rule. The additional requirements of Title XIII of the HITECH Act contained in Public Law 111-5 that relate to security and that are made applicable to covered entities shall also apply to the grantee and are incorporated into this Privacy and Security Procedures.
  - b. Protect against any reasonably anticipated threats or hazards to the security or integrity of such information, including during its transmission to and from the grantee.
  - c. Protect against reasonably anticipated uses or disclosures of such information when the use or disclosure is not required or permitted by law.
  - d. Implement protections that govern the receipt, removal, disposition, and re-use of hardware and electronic media (which includes, but is not limited to hard disks, magnetic tapes, compact disks, videotapes, audiotapes, handheld electronic devices and removable storage devices such as floppy disks, zip disks and memory cards) that contain or have contained electronic protected

health information. In particular, the grantee shall:

- i. Ensure that all hardware used or electronic media developed by the grantee for the grant project be cleaned with a wipe utility that prevents the recovery of any information from the device, prior to the hardware or device being re-used, salvaged, surplussed, or disposed.
  - ii. For each piece of hardware or electronic media to be re-used, salvaged, surplussed, or disposed, furnish a Disposal Assurance Form (attached as Exhibit 1 to these procedures) to the grants administrator named in the Grant Agreement.
- e. Ensure that its workforce protect the security of such information.
2. Privacy Practices. The Grantee that creates, receives, maintains, or transmits protected health information in its role as grantee shall undertake the following acts regarding such information:
- a. Establish physical, technical, and administrative safeguards that prevent the improper use or disclosure of the information, including:
    - i. Designating a person or persons to be responsible for assuring the privacy of the information.
    - ii. Developing and implementing privacy policies and procedures regarding required and permissible use and disclosure of the information. Toward that end, the grantee may only use and disclose protected health information owned by DHSS that it accesses, maintains, retains, modifies, records, stores, receives, or transmits if the use or disclosure is in compliance with each applicable requirement of 45 C.F.R. 164.504(e) of the Privacy Rule. The additional requirements of Subtitle D of the HITECH Act contained in Public Law 111-5 that relate to privacy and that are made applicable with respect to covered entities shall also be applicable to the grantee and are incorporated into this Privacy and Security Procedures.
 

To the extent that the grantee discloses protected health information to a third party, the grantee must obtain, prior to making any such disclosure: (1) reasonable assurances from the third party that the protected health information will be held confidential as provided in this Privacy and Security Procedures and only disclosed as required by law or for the purposes for which it was disclosed to the third party; and (2) an agreement from the third party to notify the grantee within one business day of any breach of confidentiality of the protected health information, to the extent it obtained knowledge of the breach.
    - iii. Identifying a contact person responsible for receiving complaints, appropriately investigating, and, if necessary, taking prompt corrective action to cure any deficiencies that result from breaches of security, intrusion, or unauthorized use or disclosure of grant recipient information.

- iv. Permitting the disclosure of the information to DHSS as a health oversight agency (without requiring the authorization of a recipient of services) for purposes of DHSS's determination of grant compliance, grant administration, grant termination, or grant assignment.
  - b. Take reasonable steps to mitigate the harmful effects of any improper use or disclosure of the information.
  - c. Discipline workforce that violate the grantee's privacy policies and procedures.
  - d. Not coerce, discriminate, or retaliate against any person for exercising his or her rights regarding such information or for reporting any alleged violation of the grantee's privacy policies and procedures.
3. **Reporting of Unauthorized Disclosures and Breaches.** The grantee that creates, receives, maintains, or transmits protected health information in its role as grantee shall notify DHSS within 24 hours of any suspected or actual breach of security; intrusion; or unauthorized acquisition, access, use or disclosure of protected health information in violation of any applicable federal or state law. The grantee shall use a Notification of Suspected Breach Form (attached as Exhibit 2 to this Privacy and Security Procedures) to the grants administrator named in the Grant Agreement and to the Privacy and Security Officers of DHSS. The grantee shall identify for DHSS the individuals whose unsecured protected health information has been, or is reasonably believed to have been, breached so that DHSS can comply with any notification requirements if necessary. The grantee shall also indicate whether the protected health information subject to the suspected or actual breach; intrusion; or unauthorized acquisition, access, use or disclosure was encrypted or destroyed at the time. The grantee will be responsible for complying with any notification requirements under HIPAA, the HITECH Act, the Privacy and Security Rule or other law. The grantee will take prompt corrective action to cure any deficiencies that result in breaches of security; intrusion; or unauthorized acquisition, access, use, and disclosure. The grantee shall indemnify and hold harmless DHSS for any civil monetary penalty imposed, monetary settlement with, or award of damages against, DHSS for acts or omissions in violation of HIPAA, the HITECH Act, or the Privacy and Security Rule that are committed by the grantee or a member of its workforce. Grantee shall also reimburse DHSS for all costs incurred by DHSS that are associated with any mitigation, investigation, or notice of breach DHSS undertakes or provides under HIPAA, the HITECH Act, the Privacy and Security Rule, or other applicable law as a result of a breach of DHSS's PHI caused by Grantee or Grantee's agent or subcontractor. The grantee is not an agent of DHSS.
4. **Internal Practices.** The grantee shall make its internal practices, books and records relating to the use and disclosure of DHSS's protected health information available to DHSS and all appropriate federal agencies to determine DHSS's compliance with HIPAA, the HITECH Act and the Privacy and Security Rule.
5. **Substance Abuse Treatment Records.** DHSS is mindful that some grantees are subject to 42 C.F.R. Part 2, because they are in receipt of federal funds for the operation of alcohol and drug abuse programs. Such grantees shall undertake the following acts regarding protected health information concerning such programs for which the grantee also receives grant funding from DHSS:

- a. Protect the confidentiality of alcohol and drug abuse patient records as required by 42 C.F.R. Part 2, including:
  - i. Restricting the use and disclosure of information, whether recorded or not, which would identify a patient as an alcohol or drug abuser, all as permitted or required by 42 C.F.R. Part 2;
  - ii. Providing security for written records as required by 42 C.F.R. § 2.16;
  - iii. Adopting written procedures which regulate and control access to and use of written records, as required by 42 C.F.R. § 2.16(b);
  - iv. Applying the restrictions for disclosures of information with patient consent, as set forth at 42 C.F.R. §§ 2.31 - 2.35; and
  - v. Applying the restrictions for disclosures without patient consent, as set forth at 42 C.F.R. §§ 2.51 -2.67.
6. Resolve any conflict between these procedures or any other law in favor of the protection of the confidentiality of alcohol and drug abuse patient records.
7. Retention of Records. The Grantee shall undertake the following acts:
  - a. Retain documents relating to the grantee’s privacy and security practices for six years.
  - b. Ensure that its records are retained as required by 7 AAC 78.250, which includes the following obligations:
    - i. Retaining and preserving financial and administrative grant records, including records of the receipt and disposition of grant income that are necessary to meet auditing requirements, for at least three years. Such records shall be retained longer, all as set forth at 7 AAC 78.250, if:
      - (A) An audit is in progress or audit findings, litigation, or claims involving the records are pending; or
      - (B) The records pertain to non-expendable personal property of the grant project.
    - ii. Retaining and preserving records that relate directly to the care and treatment of a recipient of services for at least seven years following the termination of services to that recipient, subject to the following:
      - (A) Any additional obligations required by AS 18.20.085 for hospital records;
      - (B) If a minor’s care is at issue and the grantee is not a hospital already subject to

AS 18.20.085, retaining and preserving records that relate directly to the care and treatment of a minor for at least seven years after the minor has reached the age of majority or until seven years after the termination of services, whichever is longer.

8. Storage and Transfer of Records.

- a. If a grantee's business or organization closes or ceases to exist as a service provider under the grant, or if the records must be transferred for any other reason, the grantee must notify the grants administrator named in the Grant Agreement within 48 hours of such decision. The notice shall:
  - i. Be signed by the grantee's board of directors or chief executive officer;
  - ii. Indicate whether the grantee will retain and store its records in an appropriate, secure fashion or transfer its records to a continuing board, another organization, or to DHSS; and
  - iii. Include a formal plan for the retention or transfer of records that provides:
    - (A) A description of how and when the grantee will notify each recipient of services regarding where the files will be transferred or stored and how the recipient can continue to receive services and obtain a copy of the recipient's records;
    - (B) A complete list of all files being transferred or stored; and
    - (C) A complete list of all recipients who will be sent the notice.
- b. A grantee that is storing or transferring records must also:
  - i. Box all paper records, ensuring:
    - (A) Financial and operating records are in separate boxes from treatment records; and
    - (B) As it pertains to treatment records, records of minors are in separate boxes from records of adults.
  - ii. Contact the grants administrator named in the Grant Agreement for instructions regarding the transfer of electronic records.
- b. If the grantee is a federally assisted substance abuse treatment program, the grantee shall follow the procedures for disposition of records set forth at 42 C.F.R. § 2.19. If a specific requirement of 42 C.F.R. Part 2 conflicts with a requirement of these procedures, the grantee shall follow the requirements of 42 C.F.R. § 2.19 as it pertains to any such conflict.

Exhibit 1  
STATE OF ALASKA  
DEPARTMENT OF HEALTH AND SOCIAL SERVICES  
Media Disposal Assurance Form  
Grants & Contracts (907) 465-5424

Salvage/Surplus       Destruction       Other: Re-use

**Technical Contact Information**

Provider or Grantee Agency Name:	Provider/Grantee Technician Contact Name:	Phone #:
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**Computer or Drive Information (or attach list)**

Computer Make:	Computer Model #:	Computer S/N #:	Drive Model #:	Drive Make #:	Drive S/N #:
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**Provider/Grantee Authorizing Officer Contact Information**

Provider or Grantee Authorizing Officer Name:	Phone #:
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**Terms and Conditions**

The Department of Health and Social Services requires all electronic media to be cleaned with a wipe utility that prevents the recovery of any Department data or data acquired in the performance of services on behalf of the Department from the device, prior to being re-used, salvaged, surplussed, or disposed of. The Department further requires:

Re-used/Salvage/Surplus Devices:

- A three (3) pass random wipe, where each sector of a disk is erased and written to a minimum of three times. A wipe utility that is compliant with the DoD 5220.22-M clearing and sanitization method must be used.
- The Media Disposal Assurance Form signed by the Technician performing the electronic wipe and by the Authorizing Officer of the Provider/Grantee Agency confirming the required action.
- A copy of the completed Media Disposal Assurance Form is submitted to the Grants & Contracts office.

Disposal of Devices:

- One of the following approved methods must be used. Please indicate which method was used:
  - A three (3) pass random wipe, where each sector of the disk is erased and written to a minimum of three times.
- Or**
- The device destroyed in such a manner that the media is not recoverable.
  - Removal Media – Magnetic Media Cut or Severed
  - Hard drives – Magnetic Platters Drilled or removed and broken
- The Media Disposal Assurance Form signed by the Technician performing the electronic wipe and by the Authorizing Officer of the Provider/Grantee Agency confirming the required action
- A copy of the completed Media Disposal Assurance Form is submitted to the Grants & Contracts office.

I hereby certify the terms and conditions for the Media Disposal Assurance has been met for the device(s) listed above.

Technician Signature and date:	
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Authorizing Officer Signature and date:	
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Exhibit 2  
**NOTIFICATION OF SUSPECTED BREACH**

Provider or Grantee Organization Name: \_\_\_\_\_

Provider or Grantee Address: \_\_\_\_\_

Provider or Grantee Contact Person: \_\_\_\_\_

Provider or Grantee Contact Person's Telephone Number: \_\_\_\_\_

Identify the suspected or actual breach of security, intrusion, or unauthorized use or disclosure of grant recipient information (Please be as specific as possible and include names, dates, times, and specific actions or concerns. Use the other side of this form if you need more room. Attach any relevant documents.)

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Attached documents include:

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Identify actions taken or to be taken to remedy the suspected or actual breach:

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