

ALASKA STATE LEGISLATURE

LEGISLATIVE BUDGET AND AUDIT COMMITTEE Division of Legislative Finance



P.O. Box 113200
Juneau, AK 99811-3200
(907) 465-3795
FAX (907) 465-1327
www.legfin.state.ak.us

MEMORANDUM

DATE: October 22, 2010

TO: Legislative Budget and Audit Committee

FROM: David Teal, Director

SUBJECT: Preparation for the October 29, 2010 LB&A Meeting

OMB submitted the following RPLs for consideration at the October 29, 2010 Legislative Budget and Audit Committee meeting. These RPLs, along with Legislative Finance comments, are posted on our web site at <http://www.legfin.state.ak.us/>

RPL#	Agency	Subject	Amount	Fund Source
02-11-0070	Administration	DMV Commercial Driver's License Information System Modernization and Program Improvement Grants	\$412,450	Federal Receipts Operating
02-11-0071	Administration	Court Appointed Special Advocate (CASA) Program	\$40,200	Federal Receipts Operating
05-1-0186	Education and Early Development	Broadband Technologies Opportunities Program (Total: \$6,060,378)	\$5,351,378	ARRA Funds Operating
			\$709,000	Statutory Designated Program Receipts Operating
10-1-5031 <i>Capital</i>	Natural Resources	Continuation of Cadastral Survey Grant	\$300,000	Federal Receipts Capital
45-1-1102 <i>Capital</i>	University of Alaska	Combined Request for ARRA Funding	\$4,842,399	ARRA Funds Capital

cc: Senator Meyer
Representative Hawker
Representative Neuman
Representative Thomas
Representative Doogan
Representative Stoltze
Representative Tuck
Senator Hoffman
Senator Huggins

Senator Menard
Senator Stedman
Senator Olson
Josh Applebee
Tim Grussendorf
Miles Baker
John Coan
Charles Boyle
Sandy Burd

Linda Hay
Paulyn Swanson
James Armstrong
Pat Davidson
Eugene White
Michael Rovito
Rex Shattuck
Rena Delbridge
Deborah Grundman

**Department of Administration
Division of Motor Vehicles**

Subject of RPL: DMV Commercial Driver's License Information System Modernization and Program Improvement Grants	ADN/RPL #: 02-11-0070
Amount requested: \$412,450	Appropriation Authority: Sec 1, Ch 41, SLA 2010, pg 5, ln 13
Funding source: Federal Receipts Operating	Statutory Authority: AS28 In compliance with Commercial Motor Vehicle Safety Act of 1986 and 28 CFR Part 25 National Motor Vehicle Title Information System

PURPOSE

The Division of Motor Vehicles (DMV) is requesting the authority to receive and expend federal funds made available by:

- The Federal Motor Carrier Safety Administration (FMCSA) to improve DMV's Commercial Driver's License (CDL) Improvement Program. These improvements will address the issues of compliance from the April 2008 the FMCSA audit, and recommendations from the American Association of Vehicle Administrators, CDL Best Practices manual, and changes outlined in the Federal Register Vol. 71, No. 84. The total grant award is \$647,490.

These funds will be used for additional training and auditing, assisting in locating CDL road test routes in rural areas, and new technology to assure compliance with the Code of Federal Regulations (CFR) and to assist in expanding the Traffic and Criminal Software (TraCS) program.

- The FMCSA Commercial Driver's License Information System Modernization (CDLIS) grant program to improve data quality for Master Pointer and Change State of record, and expand the size of the name field in DMV's current Adaptable Data Base System (ADABAS) to a Structured Query Language (SQL) Server. The total grant award is \$264,960.

FMCSA periodically mandates changes to the CDLIS program that affect DMV's database. Most recently, states have been directed to expand the size of the name field where DMV stores and accepts data. Contract programming is needed for creating reports and correcting data that is sent to a national CDLIS Central Site. The grant funding will allow DMV to synchronize its driver histories with the CDLIS Central Site to ensure complete and accurate records are kept of all violations, withdrawals and accidents. For Alaska's DMV, this seemingly small change is a major undertaking due to the structure of the mainframe database.

PREVIOUS LEGISLATIVE CONSIDERATION

The Legislature previously appropriated \$500,000 of federal receipt authority in the FY2011 operating budget in anticipation of grant awards for Commercial Driver's License programs. However, the total of the grant awards have exceeded DMV's federal authority by \$412,450. No other RPLs have been submitted for these projects.

TIMING ISSUES

Agency Contact: Stacy Oates, (907) 269-3782

Legislative Finance Contact: Danith Watts, (907) 465-5435

The federal grant awards were signed in May of 2010, which precluded this request from meeting the deadline for consideration before the legislature during last year's session. DMV is considering seeking an increase in federal receipt authority for these programs in the Governor's FY2012 budget request to the Legislature.

The approved timelines for the majority of the projects covered by these grants require DMV to have the work accomplished no later than June 30, 2011. If the increase in federal receipt authority is not granted, DMV will not be in compliance with FMCSA's mandates and would have to default on the grant awards, which could place future grant awards in jeopardy.

BUDGETARY ISSUES

This funding request does fit into the long-term plans, missions and measures of the DMV.

The total estimated grant budget is as follows:

Travel – \$4,200

Contractual – \$422,660

Supplies – \$1,000

Equipment - \$484,590

DMV has not begun expending any of the additional federal grant authority requested. The FMCSA Commercial Driver's License Information System Modernization Program grant requires \$66,240 in state match. DMV's current operating expenditure levels are used to fulfill the match requirement, so no increase in general funds is required.

Both grants require a Maintenance of Effort agreement. That requirement is covered by current expenditure levels. No additional state general funds are needed and no new positions are required to fulfill the grant objectives.

The funding will be spent between July 1, 2010 and June 30, 2011.

Legislative Fiscal Analyst Comment: The match rate for these grants is 20%. The Maintenance of Effort agreement requires that the State ensure that total state expenditure of funds, exclusive of federal amounts, for carrying out the commercial driver's license programs and related activities and projects be maintained at a level at least equal to the average level of expenditure by the State for the last two fiscal years of the State or the Federal Government ending before August 10, 2008.

Fiscal Year 2010 Commercial Driver's License Program Improvement Grant Award Summary	
FMCSA Division Administrator	Ms. Tracey Lewellyn
State	Alaska
Requesting Agency	Department of Administration - Division of Motor Vehicles
Agency EIN/TIN	92-6001185
Agency DUNS Number	15598592
Agency Address	1300 W. Benson Blvd. Ste. 400 Anchorage, AK 99503
Awarded Amount	\$647,490.00
Federal Share	\$647,490.00
Accounting String	17X05700CD-2010-0905700CDL-0002000000-41000
Delphi PO Number	CD100210000000
Period of Performance Start Date	April 1, 2010
Period of Performance End Date	September 30, 2011

PROJECT DESCRIPTION

The FMCSA approves a total funding amount of \$647,490.00 for the following projects:

- \$2,000.00 to support travel associated with attending the AAMVA Train-the-Trainer course.
 - Award condition or provision: None.
- \$2,200.00 to support travel associated with developing new skills testing routes in rural communities.
 - Award condition or provision: None.
- \$68,700.00 to provide laptops for examiners to conduct CDL skills testing and for auditors to conduct overt and covert monitoring of CDL skills test examiners.
 - Award condition or provision: None.
- \$90,000.00 to produce training videos for examiners to help prepare them for CDL endorsements testing.
 - Award condition or provision: Prior to grant execution, the Division Administrator should ensure the State understands and agrees that FMCSA will have unlimited rights to retain, use, and redistribute this video.

- \$484,590.00 to purchase laptops for local agencies that will allow for further implementation of TraCS throughout the State.
 - Award condition or provision: Prior to grant execution, the Division Administrator should ensure State understanding that acceptance of this grant includes an agreement to increase CDL and CMV enforcement activities. The State should provide the Division Administrator with baseline data related to the total number of CDL/CMV citations compared to total number of citations issued. The State should provide information and statistics with its quarterly reports demonstrating increased awareness or training of local agencies and the results of their increased enforcement activities.

These Federal funds shall not be used to rent, lease, or buy land or buildings. States must agree that the total expenditure of amounts of the State, and political subdivisions of the State, for its CDL program, exclusive of amounts from the United States, will be maintained at a level at least equal to the average level of that expenditure by the State, and political subdivisions of the State, for the last 2 fiscal years of the State ending before August 10, 2005.

Requests for reimbursement must be submitted on a Request for Advance or Reimbursement (SF-270) unless otherwise directed by FMCSA. The State must submit quarterly progress reports to the Division Office as required by FMCSA. Quarterly progress reports will include a Federal Financial Report (SF-425) and a Performance Progress Report (SF-PPR) detailing progress towards the agreed upon performance measures.

States must either request reimbursement for all grant funds by the grant project period end date indicated in this memo, or the State must request a grant extension indicating a new end date providing sufficient time to complete approved activities. If the funds are not expended, or the grant is not extended, the funds will be de-obligated and no longer available to the State for FY 2010 CDLPI purposes after the project period end date of the grant. Please note that any amendments to extend the availability of grant funds beyond the end date must be signed by the State and the FMCSA Division Administrator prior to the end date of the grant. A scanned copy of this grant amendment should be e-mailed to FAA Enterprise Service Center in Oklahoma City and the CDL Division Office Point of Contact.

Grant Obligation Checklist and Fact Sheet

Grant name	Fiscal Year 2010 Commercial Driver's License Program Improvement Grant
State	Alaska
Requesting agency	Department of Administration - Division of Motor Vehicles
Agency EIN/TIN	92-6001185
Agency DUNS number	15598592
Agency Address	1300 W. Benson Blvd. Ste. 400 Anchorage, AK 99503
FMCSA Division Administrator	Ms. Tracey Lewellyn
Approved amount of grant	\$647,490.00
Federal share	\$647,490.00
Accounting string	17X05700CD-2010-0905700CDL-0002000000-41000
Delphi PO number	CD100210000000
Grant project period start date	April 1, 2010
Grant project period end date	September 30, 2011
Grant agreement execution date	May 19, 2010
Signed grant agreement attached	Yes
SF-3881 Automated Clearing House Form and instructions provided to the State	Yes
Grant Program Office Point of Contact:	Kelly Kelley kelly.kelley@dot.gov 202-366-2967
Markview vouchers should be routed to:	Tracey Lewellyn
Division Office Point of Contact:	Tracey Lewellyn



U.S. Department
of Transportation

Delphi PO#: CD100210000000
DUNS#: 15598592

Federal Motor Carrier
Safety Administration

GRANT AGREEMENT

This grant agreement between the Federal Motor Carrier Safety Administration (FMCSA) and the Alaska Department of Administration - Division of Motor Vehicles is entered into in accordance with Title XII of the Commercial Motor Vehicle Safety Act of 1986 (CMVSA) and subsequent amendments to 49 USC 31311 and 31313. In accordance with these statutory authorities, the Administrator of FMCSA hereby approves the application of the Department of Administration - Division of Motor Vehicles (here-in-after known as the State) for the Federal grant funding assistance to comply with the requirements of the Commercial Drivers License Program as described in the approved project plan and outlined in the award memorandum.

The total participating cost of the program consisting of the Federal share and the State share is projected to be \$647,490.00. The Federal share shall be \$647,490.00 and the State share shall be \$ 0.00. The Federal share of the approved costs incurred by the State shall not exceed the amount indicated unless otherwise authorized.

The Consolidated Appropriations Act of 2010 provides grant funding for commercial motor vehicle safety programs as authorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Pub. L. 111-147, 124 Stat. 71 (2010); Pub. L. 109-59, 119 Stat. 1144 (2005). Future funding is subject to availability and any future law or laws extending or reauthorizing surface transportation programs. However, should authorization of motor carrier safety programs and funding not be renewed or lapse for a short period, FMCSA's authority and ability to reimburse recipients may be suspended. The Recipient will be notified if this funding gap occurs and, upon notification, the Recipient agrees not to incur expenses and costs during this period unless authorized to do so.

The State hereby agrees to: (1) carry out the provisions of the Commercial Drivers License Program as described in the application in a manner acceptable to the FMCSA; (2) for each financial quarter of the grant project period, submit to the FMCSA a quarterly Financial Status Report (SF-425) and Performance Progress Reports (SF-PPR & SF-PPR-B) detailing the progress of the project and describing the results and the impact of the project in improving the Federal CDL requirements; (3) maintain accurate and auditable records to support the costs incurred; (4) submit the final claim within 90 days after the project is completed; and (5) comply with the provisions set forth in the assurances form (SF-424B) in the application and the attached FMCSA Financial Assistance Agreement General Provisions and Assurances dated January 2010.

This agreement is subject to termination by the withdrawal of approval of the State Grant Proposal submitted in accordance with 49 USC 18.43 and 18.44. The State agrees to give FMCSA at least 90 days notice of its intention to terminate this agreement.

The grant project period shall be from April 1, 2010 through September 30, 2011.

Alaska Department of Administration - Division of Motor Vehicles

Whitney H. Brewster
(Authorized Representative)

Title: Director Date: 5-12-10

Federal Motor Carrier Safety Administration

Tracey Lewellyn or designee

Title: Division Administrator

Date: 5-18-10

Commercial Drivers License Program Improvement
Dot/Federal Motor Carrier Safety Administration

State: Alaska

Descriptive Title of Project: CDL Alaska Commercial Driver Testing Improvement Project

Self Assessment / Needs Statement

The State of Alaska, Department of Administration, Division of Motor Vehicles (DMV) is applying for funds through the Commercial Drivers Licensing (CDL) Program Improvement Grant to expand, modernize, and improve its CDL program efficiency and technology. There are currently 512,276 registered drivers in the State of Alaska, which includes 38,108 commercial drivers. Alaska DMV continually strives to improve the accuracy, completeness, and timeliness of driver history and conviction information. Proper training and testing are a priority to stay compliant with Federal Motor Carrier Safety Administration (FMCSA) standards.

Alaska DMV updates procedures for training and auditing of the state's CDL program. DMV is working on assuring all driver records are updated timely, using additional staff and new technologies. Current projects include new technology to monitor and process medical cards and hazmat endorsements online, installing new digital drivers license printers with security features, and regularly auditing all CDL examiners to assure safety regulations and CDL knowledge and skills testing processes meet all federal standards. DMV is adding additional satellite disk storage to support Global Positioning Systems (GPS) based skills testing and auditing software. This enables DMV to review the results up to one year after a CDL test date.

The State of Alaska, DMV is requesting \$878,540 to fund additional training and auditing, assist in locating CDL road test routes in rural areas, and new technology to assure compliance with the Code of Federal Regulations (CFR) and to assist in expanding the Traffic and Criminal Software (TraCS) program.

Project #1 AAMVA Train-the-Trainer Class

DMV needs to send one staff out of state to the American Association of Motor Vehicles Administration's (AAMVA) Train the Trainer class. This will assist the efficiency and accuracy of training DMV employees and the other 102 CDL third party educators within the State of Alaska. The amount requested for this project is \$2,000 to cover travel costs for one Contract Services (CS) employee to attend this course. When all state CDL examiners are fully updated on a continual basis in CDL testing and general requirements, the State of Alaska more fully complies with 49 CFR 383 and 384.

Project #2 Locate CDL Road Test Routes

Alaska DMV will send one staff member to four rural communities to locate CDL road testing routes. Individuals from these communities must fly to a larger community to take a CDL road exam since there is no CDL approved routes available to them locally. This not only causes delays in proper CDL exam testing, but causes an undo cost to drivers. The grant will cover \$2,200 in travel costs for sending one staff member to these rural locations to locate an approved CDL route.

Project #3 CDL Audits

The Contract Services (CS) unit conducts overt and covert audits of all CDL examiners to assure that safety regulations are followed and CDL knowledge and skills testing processes meet federal standards. These audits include travel throughout the State of Alaska assuring examiners and drivers are competent and qualified. If approved, this grant will cover \$68,700 in costs associated with these endeavors, including the purchase of fifteen laptops for hand-held devices equipped with global positioning system (GPS) capabilities for auditing and testing.

Commercial Drivers License Program Improvement
Dot/Federal Motor Carrier Safety Administration

State: Alaska

Descriptive Title of Project: CDL Alaska Commercial Driver Testing Improvement Project

Project #4 Vision Machines

Alaska DMV needs 100 new vision machines to meet the standards of 49 C.F.R. 391.41. The new vision machines allow for color perception and field of vision testing, which cannot be done on DMV's current vision machines. This assures Alaska DMV tests all necessary visual attributes required for obtaining a commercial driver license. DMV is requesting \$231,050 to purchase and deploy 100 new vision machines.

Project #5 Production of CDL Training DVDs

Because the State of Alaska is so large and roadways are non-existent in many areas, providing refresher training for conducting CDL skills testing is a continual challenge. Alaska DMV proposes to hire a contractor to fully produce CDL skills test training DVDs for each CDL endorsement. The training DVDs are an effective way to assist in training CDL drivers, and an easy and cost effective method of refreshing CDL driver testing skills on a continual basis. DMV is requesting \$90,000 in funding, which would cover costs for planning all graphic and script, video production, testing and approval, printing jackets, and delivery of final product. The DVDs will be available in all DMV and Third Party Tester locations for viewing.

Project #6 Laptops for Law Enforcement to use TraCS

Alaska DMV proposes to expand TraCS electronic citation deployment to improve the accuracy, completeness, and timeliness of driver history and conviction information. The proposed project will fund the purchase and installation of computer hardware for eleven local police departments in Alaska that have reported they are interested in deploying TraCS but lack the financial means to do so. This project includes initial deployment of 66 units throughout the State of Alaska. The total cost of implementing this project is estimated at \$484,590. This funding request is only for implementing the TraCS program in those communities wishing to participate and for the program only.

A successful TraCS expansion in Alaska will measurably impact the State CDL program by decreasing labor intensive manual activity, reducing delayed data entry, and accelerating the sanctioning of problem drivers throughout the main road network. The proposed project is a collaborative effort between the lead agency and the Alaska TraCS Steering Committee, consisting of 11 state and local agencies. Electronic submission of citation, conviction, and disqualification data from the roadside through the court system to the state driver licensing agency is far more efficient than a paper-based format.

The TraCS program is relatively new to Alaska. In 2004, the State began a pilot TraCS program strictly for commercial vehicle enforcement. By 2006 more than 3,000 electronic citations were issued in the State. In 2008, the TraCS program in Alaska expanded to include use for general law enforcement and was adopted by the Alaska State Troopers and one local police department. However, the majority of police agencies in the State still use a much slower paper-based citation system requiring separate entry into multiple databases. This causes delays of up to eighteen months in the sanctioning of problem drivers and allows for errors in data entry. Electronic transfer of commercial vehicle citation data removes the inherent delays in the current process, improving timeliness and the quality of data on record.

**Commercial Driver's License Program Improvement Federal Motor Carrier Safety
Administration Grant**

State: Alaska

Descriptive title of Project: CDL Training and Technology Improvements

Project Budget

Project #1

AAMVA Train the Trainer Class

	Cost
Send a Contract Services (CS) Staff to AAMVA Train-the-Trainer Class	2,000
Subtotal	2,000

Project #2

Locating Appropriate CDL Road Test Routes

Send CS staff to various locations to locate CDL testing routes	2,200
Subtotal	2,200

Project #3

CDL Audits

Travel Costs	15,200
Laptops or hand-held device with GPS: 15 @ \$3500	52,500
Supplies	1,000
Subtotal	68,700

Project #4

Procure New Visions Machines

Vision Machines: 100 @ \$2300.00	230,000
Shipping: 70 @ \$15	1,050
Subtotal	231,050

Project #5

Hire Contractor to Produce CDL Training DVDs

Contract Production Company for Training DVDs 1000 hours @ \$90	90,000
Subtotal	90,000

Project #6

Procure Laptops for Law Enforcement to use TraCS Program

Travel to install laptops	8,400
Laptops for law enforcement agencies: 66 @ \$7,415/installed laptop	476,190
Subtotal	484,590

Total	<u><u>\$878,540</u></u>
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Time Line

Project	Activities	Position Responsible	Time Period Begin	Time Period End
#1 AAMVA Train the Trainer Class	Send (1) Contract Services (CS) Staff to AAMVA Train the Trainer Class for 5 days	CS Manager		
	Plan & book travel outside of Alaska to AAMVA Training		07/01/10	08/31/10
	Attend Class		09/01/10	09/30/10
	Train Examiners		11/01/10	12/31/10
#2 Locate CDL Road Test Routes	Send (1) CS Staff to review possible CDL Road Test Routes	CS Manager		
	Bethel		07/01/10	12/31/10
	Kotzebue		07/01/10	12/31/10
	Nome		07/01/10	12/31/10
	Unalaska		07/01/10	12/31/10
#3 CDL Auditing	CS Staff Travels to various locations for CDL auditing	CS Manager		
	Travel for audits (various locations)		07/01/10	12/31/10
	Procure devices with GPS & deploy to CDL examiners		07/01/10	10/31/10
#4 Vision Testers	Vision Machines	Admin Manager		
	Procure Vision Testers		07/01/10	07/31/10
	Install new vision testers for usage		08/01/10	09/30/10
#5 Produce CDL Training DVDs	Contract to Produce CDL Training DVDs	CS Manager		
	Hire Production Company		07/01/10	07/31/10
	Work on filming DVDs		08/01/10	10/31/10
	Package final product		11/01/10	11/30/10
	Distribute DVDs to CDL Examiners		12/01/10	12/31/10
#6 Laptops for TraCS Program	Procure equipment	Driver License Manager		
	Configure hardware		07/01/10	07/31/10
	Distribute and install laptops and hardware		08/01/10	08/30/10
			07/01/10	08/31/10

Commercial Driver's License Program Improvement
Dot/Federal Motor Carrier Safety Administration

State: Alaska

Descriptive Title of Project: Alaska Commercial Driver Testing Improvement Project

Statistical Data

The DMV assumes responsibility for adopting and administering State safety laws and regulations that are compatible with the Federal CDL requirements (49 CFR parts 383 and 384).

The Alaska DMV is the primary driver licensing agency responsible for the development, implementation, and maintenance of the CDL program.

Alaska has 512,276 registered drivers, of which 38,108 hold a commercial driver's license.

Alaska uses both State and third party examiners to provide CDL skills testing. Third party examiners test approximately 70% of the applicants, with the remaining 30 % conducted by DMV examiners.

In Alaska, 13 companies with a total of 102 examiners provide Third Party CDL testing. These companies, located in Anchorage, Juneau, Fairbanks, and the Matanuska-Susitna Valley, conduct CDL testing throughout the state in communities that have approved CDL routes. There are nine state offices with 18 examiners who administer CDL tests in Fairbanks, Haines, Juneau, Ketchikan, Kodiak, Sitka, the Matanuska-Susitna Valley, Valdez, Skagway, Petersburg, Soldotna, and Prince of Wales Island.

Third party examiners include school districts, touring and trucking companies that test their own employees, and private training schools and businesses that test the public.

Auditing of Third Party Examiners is currently assigned to DMV's Contract Services (CS) unit. This is usually conducted at the company's location. Training of state and Third Party CDL examiners is conducted by CS staff.

Commercial Driver's License Program Improvement
Dot/Federal Motor Carrier Safety Administration

State: Alaska

Descriptive Title of Project: Alaska Commercial Driver Testing Improvement Project

Performance Measures

Project #1 AAMVA Train-the-Trainer Class

Performance Measure: Travel completed for training.

Project #2 Locate CDL Road Test Routes

Performance Measure: Travel completed; where routes are found, routes documented and utilized.

Project #3 Vision Machines

Performance Measure: Procure vision testers; complete installation; deploy new vision testers; successful visual acuity testing for color and field of vision.

Project #4 CDL Audits

Performance Measure: Complete audits for all CDL testers; complete all audit documentation; retrain testers, if needed; purchase laptops or hand-held devices with GPS capability; issue devices to state CDL examiners and third party examiners; implement GPS during CDL testing; use information from devices to identify areas needing improvement.

Project #5 Production of CDL Training DVDs

Performance Measure: Hire contractor for production; complete an analysis of functional and visual requirements; produce video; test and approve functional prototype; produce masters for DVD with print jackets; deliver final product to all CDL examiners.

Project #6 Laptops for Law Enforcement to use TraCS

Performance Measure: Procure laptops, printers, mounted devices, and barcode scanners; program laptops for TraCS; test usage; travel to deploy TraCS to law enforcement; TraCS program utilized by law enforcement.

Final Reports Submission

Performance measure: Generate quarterly and final reports, submit to DMV Director for signature; submit to the Federal Motor Carrier Safety Association.

Commercial Driver's License Program Improvement
Dot/Federal Motor Carrier Safety Administration

State: Alaska

Descriptive Title of Project: Alaska Commercial Driver Testing Improvement Project

Monitoring and Evaluation Plan

Using the reporting standards and forms required, the DMV Grant Administrator will submit financial and program reports to the DMV Director on project progress, status, and expenditures. The program reports will be filled out by the Contract Services Manager, the Driver Licensing Manager, and the Administrative Officer for each of their respective projects. DMV Director will submit reports to the Federal Motor Carrier Safety Administration (FMCSA).

Contract Service Manager, Driver Licensing Manager, and Administrative Office will submit a final report for DMV Director approval; DMV Director will forward report to FMCSA.

**MAINTENANCE OF EFFORT (MOE) FOR
COMMERCIAL DRIVER'S LICENSE PROGRAM IMPROVEMENT (CDLPI)
GRANTS**

I, Stacy Oates, DMV Administrative Officer II, on behalf of the State of Alaska, as requested by the administrator as a condition of approval of a commercial driver's license program improvement grant under the authority of 49 U.S.C. 31313 do hereby certify as follows:

The State will ensure that the total expenditure of amounts of the State, exclusive of amounts from the United States, for carrying out commercial driver's license programs and related activities and projects will be maintained at a level at least equal to the average level of that expenditure by the State for the last two fiscal years of the State or the Federal Government ending before August 10, 2008.

The State will obligate the funds or resources necessary to provide the maintenance of effort level as calculated below to the Federal assistance provided to administer the commercial driver's license program improvement programs grant plan as submitted.

MOE Calculation:

2008 Expenditures = \$471,682

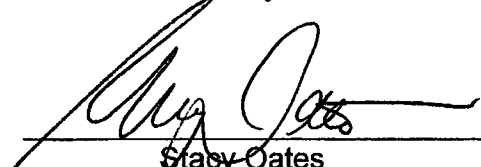
2008 Expenditures = \$483,013

Total = \$1,000,000

Average (Total/2) = \$477,348

MOE = \$477,348

Dated this 29th day of October 2009



Stacy Oates
DMV Administrative Officer II

Time Line

Project	Milestones	Position Responsible	Time Period Begin	Time Period End
#1 AAMVA Train the Trainer Class	Send (1) Contract Services (CS) Staff to AAMVA Train the Trainer Class for 5 days	CS Manager		
	Plan & book travel outside of Alaska to AAMVA Training		07/01/10	08/31/10
	Attend Class		09/01/10	09/30/10
	Train Examiners		11/01/10	12/31/10
#2 Locate CDL Road Test Routes	Send (1) CS Staff to review possible CDL Road Test Routes	CS Manager		
	Bethel		07/01/10	09/30/10
	Kotzebue		07/01/10	09/30/10
	Nome		07/01/10	09/30/10
	Unalaska		07/01/10	09/30/10
#3 CDL Auditing	CS Staff Travels to various locations for CDL auditing	CS Manager		
	Travel for audits (various locations)		07/01/10	09/30/11
#4 Produce CDL Training DVDs	Contract to Produce CDL Training DVDs	CS Manager		
	Hire Production Company		07/01/10	08/31/10
	Write scripts		07/01/10	08/31/10
	Film videos		09/01/10	03/31/11
	Package final product		04/01/11	04/30/11
	Distribute DVDs to CDL Examiners		05/01/11	06/30/11
#5 Laptops for TraCS Program	Procure equipment	Driver License Manager	07/01/10	08/31/10
	Configure hardware		09/01/10	09/30/10
	Distribute and install laptops and hardware		10/01/10	12/31/10

Fiscal Year 2010 Commercial Driver's License Information System Modernization Grant – Detailed Award Summary	
FMCSA Division Administrator	Ms. Tracey Lewellyn
State	Alaska
Requesting Agency	Department of Administration - Motor Vehicle Division
Agency EIN/TIN	92-6001185
Agency DUNS Number	15598592
Agency Address	1300 W. Benson Blvd. Ste. 400 Anchorage, AK 99503
Awarded Amount	\$264,960.00
Federal Share	\$264,960.00
State Share	\$66,240.00
Total Project Cost	\$331,200.00
Accounting String	17X05700CM-2010-0905700CMG-0002000000-41000
Delphi PO Number	CM100210000000
Period of Performance Start Date	April 1, 2010
Period of Performance End Date	July 31, 2012

PROJECT DESCRIPTION

The FMCSA approves a total funding amount of \$264,960.00 for the following projects:

- \$264,960.00 to implement an expanded name field on the State's database, improve Central Site data quality, and improve the State's Change State-of-Record process.
 - Award condition or provision: Prior to grant execution, the Division Administrator should require the State to submit a more detailed implementation plan with milestones.

These Federal funds shall not be used to rent, lease, or buy land or buildings.

Requests for reimbursement must be submitted on a Request for Advance or Reimbursement (SF-270) unless otherwise directed by FMCSA. The State must submit quarterly progress reports to the Division Office as required by FMCSA. Quarterly progress reports will include a Federal Financial Report (SF-425) and a Performance Progress Report (SF-PPR) detailing progress towards the agreed upon performance measures.

States must either request reimbursement for all grant funds by the grant project period end date indicated in this memo, or the State must request a grant extension indicating a new end date providing sufficient time to complete approved activities. If the funds are not expended, or the grant is not extended, the funds will be de-obligated and no longer available to the State for FY 2010 CDLIS purposes after the project period end date of the grant. Please note that any amendments to extend the availability of grant funds beyond the end date must be signed by the State and the FMCSA Division Administrator prior to the end date of the grant. A scanned copy of this grant amendment should be e-mailed to FAA Enterprise Service Center in Oklahoma City and the CDL Division Office Point of Contact.

Commercial Drivers License Information System Modernization
Dot/Federal Motor Carrier Safety Administration

State: Alaska

Descriptive Title of Project: FY10 CDLIS Technology Modernization

Problem Statement

The State of Alaska, Department of Administration, Division of Motor Vehicles (DMV) is applying for funds through the Commercial Drivers Licensing Information System (CDLIS) Modernization Grant to improve data quality for Master Pointer Records and Change State of Record, and expand the size of the name field in DMV's current Adaptable Data Base System (ADABAS) to a Structured Query Language (SQL) server. The State of Alaska is requesting \$331,200 in grant funding for these technology updates.

Project #1 Name Expansion: Phase I (\$165,600)

Problem:

The Federal Motor Carrier Safety Administration (FMCSA) periodically mandates changes to the CDLIS program that affect DMV's database. Most recently, states have been directed to expand the size of the name field where DMV stores and accepts data. For Alaska DMV, this seemingly small change is a major undertaking due to the structure of the mainframe database.

Solution:

To accommodate this update and in anticipation of similar FMCSA requirements in the future, we need to change our database from ADABAS on the mainframe to a SQL server. DMV is requesting funding for Phase I, which includes design and structure of a new SQL database totaling 960 hours work from a contract programmer.

The programmer will analyze the current data structure and links to assess how to replicate functionality into a relational database without losing data integrity. The programmer will create a SQL database mapped out during the design phase to shift data from its current location to the new location.

Project #2 Data Quality – Master Pointer Records (\$69,000)

Problem:

Not all Master Pointer Records are correct that are sent by Alaska DMV to the CDLIS Central Site.

Solution:

DMV will generate and send to the CDLIS Central Site a report with all current DMV Master Pointer Records. The data in this report will be compared to the data currently stored at the CDLIS Central Site. Mismatched and missing pointers on each end will be manually corrected. DMV is requesting funds for 400 hours of contract programmer time to create the report and correct the data on the Master Pointer Records. This will ensure that only correct data is sent to the Central Site, maintaining the integrity of Alaska CDLIS records.

Project #3 Data Quality – Change State of Record (\$96,600)

Problem:

Federal mandates require Alaska DMV to synchronize its driver histories with those kept on the CDLIS Central Site to ensure complete and accurate records are kept of all violations, withdrawals, and accidents.

Solution:

DMV is requesting funds for 560 hours of contract programmer time to create a report to send to the CDLIS Central Site and make corrections to driver records. This will ensure a correct data history is on record at the CDLIS Central Site for all CDL drivers.

Time Line

Project	Activities	Position Responsible	Time Period Begin	Time Period End
#1 Name Expansion: Phase I	Update database to store and accept larger name field	DP Manager	7/1/2010	
	Hire contract programmer			
	Analyze previous data structure and links			
	Analyze how to replicate current database functionality			
	Create SQL database			
#2 Data Quality - Master Pointer Records	Create data transformation from current location			12/31/2011
	Generate report for Central Site and manually correct data			
	Hire contract programmer	DP Manager	7/1/2010	
	Create report for Central Site			
	Correct data on Master Pointer Records			12/31/2011
#3 Data Quality - Change State of Record	Synchronize driver histories with Central Site			
	Hire contract programmer	DP Manager	7/1/2010	
	Create report for Central Site			
	Correct driver history			
				12/31/2011

CDLIS Modernization
DOT/Federal Motor Carrier Safety Administration

State: Alaska

Descriptive Title of Project: CDLIS Technology Modernization

Monitoring and Evaluation Plan

Using the reporting standards and forms required, the DMV Grant Administrator will submit financial and program reports to the DMV Director on project progress, status, and expenditures. The program reports will be filled out by the Data Processing Manager for each project. The DMV Director will submit reports to the Federal Motor Carrier Safety Administration (FMCSA).

The Data Processing Manager will submit a final report for the DMV Director's approval; DMV Director will forward the report to FMCSA.

CDLIS Moderization

Activity / Performance Measures		Cost per Grant
1	Programming Changes	
	Name Expansion (960 hours x \$138)	132,480
1	Master Pointer Records (400 x \$138)	55,200
1	Change State of Record (560 x \$138)	77,280
Total		\$ 264,960

Federal Share - \$264,960

State Share (AAMVA costs) - \$66,240

Grant Total \$ 331,200

Grant Obligation Checklist and Fact Sheet

Grant name	Fiscal Year 2010 Commercial Driver's License Information System (CDLIS) Modernization Grant
State	Alaska
Requesting agency	Department of Administration - Motor Vehicle Division
Agency EIN/TIN	92-6001185
Agency DUNS number	15598592
Agency Address	1300 W. Benson Blvd. Ste. 400 Anchorage, AK 99503
FMCSA Division Administrator	Ms. Tracey Lewellyn
Approved amount of grant	\$264,960.00
Federal share	\$264,960.00
State share	\$66,240.00
Total project cost	\$331,200.00
Accounting string	17X05700CM-2010-0905700CMG-0002000000-41000
Delphi PO number	CM100210000000
Grant project period start date	April 1, 2010
Grant project period end date	July 31, 2012
Grant agreement execution date	May 18, 2010
Signed grant agreement attached	Yes
SF-3881 Automated Clearing House Form and instructions provided to the State	Yes
Grant Program Office Point of Contact:	Kelly Kelley kelly.kelley@dot.gov 202-366-2967
Markview vouchers should be routed to:	Tracey Lewellyn
Division Office Point of Contact:	Tracey Lewellyn



U.S. Department
of Transportation

Delphi PO#: CM100210000000
DUNS#: 15598592

Federal Motor Carrier
Safety Administration

GRANT AGREEMENT

This grant agreement between the Federal Motor Carrier Safety Administration (FMCSA) and the Alaska Department of Administration - Motor Vehicle Division is entered into in accordance with the Commercial Motor Vehicle Safety Act of 1986 (CMVSA) and subsequent amendments to 49 USC 31309 and 31311. In accordance with these statutory authorities, the Administrator of FMCSA hereby approves the application of the Department of Administration - Motor Vehicle Division (here-in-after known as the State) for the Federal grant funding assistance to comply with the requirements of the Commercial Drivers License Program as described in the approved project plan and outlined in the award memorandum.

The total participating cost of the program consisting of the Federal share and the State share is projected to be \$331,200.00. The Federal share will be \$264,960.00. The State share will be \$66,240.00. The Federal share of the approved costs incurred by the State shall not exceed the amount indicated unless otherwise authorized.

The Consolidated Appropriations Act of 2010 provides grant funding for commercial motor vehicle safety programs as authorized under the Safe, Accountable, Flexible, Efficient Transportation Equity Act: A Legacy for Users (SAFETEA-LU). Pub. L. 111-147, 124 Stat. 71 (2010); Pub. L. 109-59, 119 Stat. 1144 (2005). Future funding is subject to availability and any future law or laws extending or reauthorizing surface transportation programs. However, should authorization of motor carrier safety programs and funding not be renewed or lapse for a short period, FMCSA's authority and ability to reimburse recipients may be suspended. The Recipient will be notified if this funding gap occurs and, upon notification, the Recipient agrees not to incur expenses and costs during this period unless authorized to do so.

The State hereby agrees to: (1) carry out the provisions of the Commercial Drivers License Program as described in the application in a manner acceptable to the FMCSA; (2) for each financial quarter of the grant project period, submit to the FMCSA a quarterly Financial Status Report (SF-425) and Performance Progress Reports (SF-PPR & SF-PPR-B) detailing the progress of the project and describing the results and the impact of the project in improving the Federal CDL requirements; (3) maintain accurate and auditable records to support the costs incurred; (4) submit the final claim within 90 days after the project is completed; and (5) comply with the provisions set forth in the assurances form (SF-424B) in the application and the attached Financial Assistance Agreement General Provisions and Assurances dated January 2010.

This agreement is subject to termination by the withdrawal of approval of the State Grant Proposal submitted in accordance with 49 USC 18.43 and 18.44. The State agrees to give FMCSA at least 90 days notice of its intention to terminate this agreement.

The grant project period shall be from April 1, 2010 through July 31, 2012.

Alaska Department of Administration - Motor Vehicle Division


(Authorized Representative)

Title: Director Date: 5-12-10

Federal Motor Carrier Safety Administration


Tracey Lewellyn or designee

Title: Division Administrator Date: 5-18-10

FEDERAL MOTOR CARRIER SAFETY ADMINISTRATION
FINANCIAL ASSISTANCE AGREEMENT GENERAL PROVISIONS
AND ASSURANCES

January, 2010

Section 1. General Requirements

a. Obligation of Recipient to Comply.

The Recipient will comply with all applicable Federal laws and requirements imposed by the Federal Motor Carrier Safety Administration (FMCSA) concerning special requirements of law, program requirements, and other administrative requirements. This includes but is not limited to (1) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments" (common grant management rule), 49 C.F.R. Part 18, applies to projects with governmental bodies; (2) U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Nonprofit Organizations," 49 C.F.R. Part 19, applies to Projects with institutions of higher education and private nonprofit organizations. 49 C.F.R. Part 19 also applies to grants and cooperative agreements with private for-profit organizations; and OMB Circulars A-87, A-21.

b. Application of Federal, State, and Local Laws and Regulations.

1. Federal Laws and Regulations.

The Recipient understands that Federal laws, regulations, policies, and related administrative practices applicable to this Agreement on the date the Agreement was executed may be modified from time to time. The Recipient agrees that the most recent of such Federal requirements will govern the administration of this Agreement at any particular time, except if there is sufficient evidence in this Agreement of a contrary intent. Likewise, new Federal laws, regulations, policies and administrative practices may be established after the date the Agreement has been executed and may apply to this Agreement. To achieve compliance with changing Federal requirements, the Recipient agrees to include in all sub-assistance agreements and third party contracts financed with FMCSA assistance, specific notice that Federal requirements may change and the changed requirements will apply to the Project as required. All limits or standards set forth in this Agreement to be observed in the performance of the Project are minimum requirements.

2. State or Territorial Law and Local Law.

Except to the extent that a Federal statute or regulation preempts State or territorial law, nothing in this Agreement shall require the Recipient to observe or enforce compliance with any provision thereof, perform any other act, or do any other thing in contravention of any applicable State or territorial law; however, if any of the provisions of this Agreement violate any applicable State or territorial law, or if compliance with the provisions of this Agreement would require the Recipient to violate any applicable State or territorial law, the Recipient agrees to notify the FMCSA immediately in writing in order that FMCSA and the Recipient may make appropriate arrangements to proceed with the Project as soon as possible.

Section 2. Ethics

a. Written Code of Ethics.

The Recipient agrees to maintain a written code or standards of conduct that shall govern the performance of its officers, employees, board members, or agents engaged in the award and administration of contracts supported by Federal funds. The code or standards shall provide that the Recipient's officers, employees, board members, or agents may neither solicit nor accept gratuities, favors or anything of monetary value from present or potential contractors, subgrantees, or regulated entities. The Recipient may set minimum rules where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value. As permitted by State or local law or regulations, such code or standards shall provide for penalties, sanctions, or other disciplinary actions for violations by the Recipient's officers, employees, board members, or agents, or by contractors or sub-grantees or their agents.

1. Personal Conflict of Interest.

The Recipient's code or standards must provide that no employee, officer, board member, or agent of the Recipient may participate in the selection, award, or administration of a contract supported by Federal funds if a real or apparent conflict of interest would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

- (a) The employee, officer, board member, or agent;
- (b) Any member of his or her immediate family;
- (c) His or her partner; or
- (d) An organization that employs, or is about to employ, any of the above.

2. Organizational Conflicts of Interest.

The Recipient's code or standards of conduct must include procedures for identifying and preventing real and apparent organizational conflicts of interests. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract, may, without some restrictions on future activities, result in an unfair competitive advantage to the contractor or impair the contractor's objectivity in performing the contract work.

b. Hatch Act.

The Recipient agrees to comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7321-7326) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal Funds.

c. Limitation on Use of Federal Funds for Lobbying for Grants in Excess of \$100,000.

By signing this agreement the Recipient declares that it is in compliance with 31 U.S.C. Sec. 1352, which prohibits the use of Federally appropriated funds to influence a Federal employee, officer, or Member of Congress in connection with the making or modification of any Federal grant, loan, contract, or cooperative agreement. Unless the payment of funds is otherwise reported to FMCSA, signing this agreement constitutes a declaration that no funds, including funds not Federally appropriated, were used or agreed to be used to influence this grant. Recipients of subgrants in excess of \$100,000 must make the same declarations to the Recipient. With respect to the payment of funds not Federally appropriated by the recipient and subrecipients, the recipient must report to the FMCSA the name and address of each person paid

or performing services for which payment is made, the amount paid, and the activity for which the person was paid.

Section 3. Contracting

a. Federal Standards.

The Recipient agrees to comply with the Procurement Standards requirements set forth at 49 C.F.R. § 18.36 or 49 C.F.R. §§ 19.40 through 19.48 inclusive, whichever may be applicable, and with applicable supplementary U.S. DOT or FMCSA directives or regulations. If determined necessary for proper Project administration, FMCSA reserves the right to review the Recipient's technical specifications and requirements.

b. Buy American Act.

The Recipient agrees to conform with the Buy American Act (41 U.S.C. §§ 10a-d), as required by Section 708 of the Transportation, Treasury, Housing and Urban Development, the Judiciary, and Independent Agencies Appropriations Act, 2006 (Public Law 109-115 (November 30, 2005)). As required by Section 709 of the appropriations act, the Recipient represents that it has never been convicted of violating the Buy American Act, and agrees that it will not make funding received under the appropriations act available to any person or entity that has been convicted of violating the Buy American Act.

c. Notification Requirement.

With respect to any procurement for goods and services (including construction services) having an aggregate value of \$500,000 or more, the Recipient agrees to:

1. specify in any announcement of the awarding of the contract for such goods or services the amount of Federal funds that will be used to finance the acquisition, and;
2. express the said amount as a percentage of the total costs of the planned acquisition.

d. Debarment and Suspension.

The Recipient agrees to obtain certifications on debarment and suspension from its third party contractors and subgrantees and otherwise comply with U.S. DOT regulations, Government-wide Debarment and Suspension (Non-procurement) and Government-wide Requirements for Drug-Free Workplace (Grants), 49 C.F.R. Part 32.

e. Notification of Third Party Contract Disputes or Breaches.

The Recipient agrees to notify FMCSA of any current or prospective major dispute, breach, or litigation pertaining to any third party contract. If the Recipient seeks to name FMCSA as a party to litigation for any reason, the Recipient agrees first to inform FMCSA before doing so. This provision applies to any type of litigation whatsoever, in any forum.

f. Participation by Small Business Concerns Owned and Controlled by Socially and Economically Disadvantaged Individuals.

FMCSA encourages the Recipient to utilize small business concerns owned and controlled by socially and economically disadvantaged individuals (as that term is defined for other DOT agencies in 49 C.F.R. Part 26) in carrying out the Project.

Section 4. Records Retention.

a. Requirement to Retain Records.

During the course of the Project and for three years thereafter, the Recipient agrees to retain intact and to provide any data, documents, reports, records, contracts, and supporting materials relating to the Project as FMCSA may require. Reporting and record-keeping requirements are set forth in (1) 49 C.F.R. Part 18 for governmental Recipients; and (2) 49 C.F.R. Part 19 for private non-profit and for-profit Recipients. Project closeout does not alter these requirements.

b. Access to Recipient Records.

The Recipient will give FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, access to and the right to examine all records, books, papers or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards.

c. Access to Records in Negotiated Agreements.

The Recipient will include in all negotiated contracts (except those of \$10,000 or less) awarded by Recipient a provision to the effect that the Recipient, FMCSA, the Secretary of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives, and, if appropriate the State, through any authorized representative, shall have access to any books documents, papers and records of the contractor which are directly pertinent to the program for the purpose of making audits, examinations, excerpts, and transcriptions.

1. Financial records, supporting documents, statistical records, and all other records pertinent to this instrument shall be retained for a period of three years, with the following exception:
2. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records shall be retained in their entirety until all litigation claims, or audit findings involving the records have been resolved.
3. Records for nonexpendable property, if any, acquired with Federal funds shall be retained for three years after its final disposition.
4. When records are transferred to or maintained by FMCSA, the 3-year retention requirement is not applicable to the recipient. The retention period starts from the date of the submission of the final expenditure report.

Section 5. Audit and Inspection.

a. Inspector General Act of 1978.

Under the Inspector General Act of 1978, as amended, 5 U.S.C. App. 3 § 1 et seq., an audit of the award may be conducted at any time.

b. Single Audit Act Amendments of 1996.

The Recipient agrees to undergo the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular NO. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

c. Audit Requirements.

A Recipient that is: (a) a State, local government or Indian tribal government agrees to comply with the audit requirements of 49 C.F.R. § 18.26 and OMB Circular A-133, and any revision or supplement thereto.; (b) an institution of higher education or nonprofit organization agrees to comply with the audit requirements of 49 C.F.R. § 19.26 and OMB Circular A-133, and any revision or supplement thereto; (c) a private for-profit organization agrees to comply with the audit requirements of OMB Circular A-133.

The Recipient agrees to obtain any other audits required by FMCSA. Project closeout will not alter the Recipient's audit responsibilities. Audit costs for Project administration and management are allowable under this Project to the extent authorized by OMB Circular A-87, Revised; OMB Circular A-21, Revised; or OMB Circular A-122, Revised.

The Recipient agrees to permit FMCSA, the Secretary of Transportation and the Comptroller General of the United States, or their authorized representatives, to inspect all Project work, materials, payrolls, and other data, and to audit the books, records, and accounts of the Recipient and its contractors pertaining to the Project. The Recipient agrees to require each third party contractor whose contract award is not based on competitive bidding procedures as defined by the Secretary to permit the Secretary of Transportation and the Comptroller General of the United States, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that contract, and to audit the books, records, and accounts involving that contract as it affects the Project.

Section 6. Budget and Finance.

The Recipient agrees to carry out the Project in accordance with the Approved Project Budget, written approval of which the Recipient shall secure from FMCSA prior to being reimbursed under this Agreement. The Recipient must obtain prior, written approval from FMCSA before making any revisions to the approved project budget (1) that would require any transfer of funds between budget lines greater than ten percent of the total approved project budget, or (2) that involve expenditures for items or services not approved in the original project plan, or (3) that would result in the need for additional funding. The Recipient may, without prior approval from FMCSA, make any reasonable and necessary modification to the project budget provided that such cumulative deviations do not exceed ten percent of the total approved project amount and provided that such deviations only involve the transfer of funds between expenditure items or categories authorized by FMCSA in the approved budget. Any written approval may be obtained from the Associate Administrator or his/her designated representative, of the respective FMCSA Office.

The Recipient agrees to establish and maintain for the Project either a separate set of accounts or accounts within the framework of an established accounting system, in a manner consistent with 49 C.F.R. § 18.20, or 49 C.F.R. § 19.21, as amended, whichever is applicable. Consistent with the provisions of 49 C.F.R. § 18.21, or 49 C.F.R. § 19.22, as amended, whichever is applicable, the Recipient agrees to record in the Project Account, and deposit in a financial institution all Project payments received by it from FMCSA pursuant to this Agreement and all other funds provided for, accruing to, or otherwise received on account of the Project (Project Funds). The Recipient is encouraged to use financial institutions owned at least 50 percent by minority group members. All costs charged to the Project, including any approved services contributed by the Recipient or others, shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers describing in detail the nature and propriety of the charges. All matches shall be supported by appropriate records. The Recipient also agrees to maintain accurate records of all Program Income derived from Project implementation. The Recipient agrees that all checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to the Project shall be clearly identified, readily accessible, and, to the extent feasible, kept separate from documents not pertaining to the Project.

Section 7. Payments.

a. Request by the Recipient for Payment.

The Recipient's request for payment of the Federal share of allowable costs shall be made to FMCSA and will be acted upon by FMCSA as set forth in this section. Each payment made to the Recipient must comply with Department of the Treasury regulations, "Rules and Procedures for Funds Transfers," 31 C.F.R. Part 205. To receive a Federal assistance payment, the Recipient must:

1. Have demonstrated or certified that it has made a binding commitment of non-Federal funds, if applicable, adequate when combined with Federal payments, to cover all costs to be incurred under the Project to date. A Recipient required by Federal statute or this Agreement to provide contributory matching funds or a cost share agrees:
 - A. to refrain from requesting or obtaining Federal funds in excess of the amount justified by the contributory matching funds or cost share that has been provided; and;
 - B. to refrain from taking any action that would cause the proportion of Federal funds made available to the Project at any time to exceed the percentage authorized under this Agreement. The requirement for contributory matching funds or cost share may be temporarily waived only to the extent expressly provided in writing by FMCSA.
2. Have submitted to FMCSA all financial and progress reports required to date under this Agreement; and;
3. Have identified the source(s) of financial assistance provided under this Project, if applicable, from which the payment is to be derived.

b. Reimbursement Payment by FMCSA.

If the reimbursement method is used, the Recipient agrees to:

1. Complete and submit Standard Form 3881, "Payment Information Form - ACH Payment Vendor Payment System," to FAA-ESC; and
2. Complete and submit, on a quarterly, basis Standard Form 270, "Request for Advance or Reimbursement," to FMCSA.

Upon receipt of a payment request and adequate accompanying information (invoices in accordance with applicable cost principles), FMCSA will authorize payment by direct deposit provided the Recipient: (i) is complying with its obligations under this Agreement, (ii) has satisfied FMCSA that it needs the requested Federal funds during the requisition period, and (iii) is making adequate and timely progress toward Project completion. If all these circumstances are present, FMCSA may reimburse allowable costs incurred by the Recipient (or to be incurred during the requisition period) up to the maximum amount of FMCSA's share of the total Project funding. FMCSA will employ a payment term of 20 days. The clock will start running for payment on receipt of the invoice by the Federal Aviation Administration.

c. Other Payment Information.

The Recipient agrees to adhere to and impose on its subgrantees all applicable foregoing "Payment by FMCSA" requirements of this Agreement. If the Recipient fails to adhere to the foregoing "Payment by FMCSA" requirements of this Agreement, FMCSA may revoke the portion of the Recipient's funds that has not been expended.

d. Allowable Costs.

The Recipient's expenditures will be reimbursed only if they meet all requirements set forth below:

1. Conform with the Project description and the approved Project Budget and all other terms of this Agreement;
2. Be necessary in order to accomplish the Project;
3. Be reasonable for the goods or services purchased;
4. Be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient that have the effect of reducing the cost actually incurred);
5. Be incurred (and be for work performed) after the effective date of this Agreement, unless specific authorization from FMCSA to the contrary is received in writing;
6. Unless permitted otherwise by Federal statute or regulation, conform with Federal guidelines or regulations and Federal cost principles as set forth below:
 1. For Recipients that are governmental organizations, the standards of OMB Circular A-87, Revised, "Cost Principles for State and Local Governments" apply;

2. For Recipients that are institutions of higher education, the standards of OMB Circular A-21, Revised, "Cost Principles for Educational Institutions" apply;
 3. For Recipients that are private nonprofit organizations, the standards of OMB Circular A-122, Revised, "Cost Principles for Nonprofit Organizations" apply; and;
 4. For Recipients that are for-profit organizations, the standards of the Federal Acquisition Regulation, 48 C.F.R. Chapter I, Subpart 31.2, "Contracts with Commercial Organizations" apply.
7. Be satisfactorily documented, and;
 8. Be treated uniformly and consistently under accounting principles and procedures approved and prescribed by FMCSA for the Recipient, and those approved or prescribed by the Recipient for its subgrantees and contractors.

d. Disallowed Costs.

In determining the amount of Federal assistance FMCSA will provide, FMCSA will exclude:

1. Any Project costs incurred by the Recipient before the obligation date of this Agreement, or amendment or modification thereof, whichever is later, unless otherwise permitted by Federal law or regulation, or unless an authorized representative of FMCSA states in writing to the contrary;
2. Any costs incurred by the Recipient that are not included in the latest approved Project Budget, and;
3. Any costs attributable to goods or services received under a contract or other arrangement that is required to be, but has not been, concurred in or approved in writing by FMCSA.

The Recipient agrees that reimbursement of any cost under the "Payment by FMCSA," part of this Agreement does not constitute a final FMCSA decision about the allowability of that cost and does not constitute a waiver of any violation by the Recipient of the terms of this Agreement. The Recipient understands that FMCSA will not make a final determination about the allowability of any cost until an audit of the Project has been completed. If FMCSA determines that the Recipient is not entitled to receive any part of the Federal funds requested, FMCSA will notify the Recipient stating the reasons thereof. Project closeout will not alter the Recipient's obligation to return any funds due to FMCSA as a result of later refunds, corrections, or other transactions. Nor will Project closeout alter FMCSA's right to disallow costs and recover funds on the basis of a later audit or other review. Unless prohibited by law, FMCSA may offset any Federal assistance funds to be made available under this Project as needed to satisfy any outstanding monetary claims that the Federal Government may have against the Recipient. Exceptions pertaining to disallowed costs will be assessed based on their applicability, as set forth in the applicable Federal cost principals or other written Federal guidance.

Section 8. Reports.

a. Performance Progress Reports.

The Recipient will submit, at a minimum, quarterly performance progress reports and a final performance progress report at the completion of the award (within 90 days after) to the agency point of contact listed in the award document. Recipient must submit all performance progress report forms required by FMCSA. These reports will cover the period: January 1-March 31, April 1-June 30, July 1-September 30, and October 1-December 31. The Recipient shall furnish one (1) copy of a quarterly performance progress report to the Agency Technical Representative, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. Each quarterly report shall set forth concise statements concerning activities relevant to the Project, and shall include, but not be limited to, the following:

1. An account of significant progress (findings, events, trends, etc.) made during the reporting period.
2. A description of any technical and/or cost problem(s) encountered or anticipated that will affect completion of the grant within the time and fiscal constraints as set forth in this Agreement, together with recommended solutions or corrective action plans (with dates) to such problems, or identification of specific action that is required by the FMCSA, or a statement that no problems were encountered.
3. An outline of work and activities planned for the next reporting period.
4. Provide status update/resolution for all outstanding findings from program reviews and/or audits.

b. Quarterly Financial Status Reports.

The Recipient shall furnish one (1) copy of a quarterly financial status report to the Technical Representative, and one (1) copy to the Grants Officer, on or before the thirtieth (30th) calendar day of the month following the end of the quarter being reported. The Recipient shall use SF 425, Federal Financial Report, to report the status of funds for all non-construction projects or programs. The Recipient shall report outlays and program income, if any, on an accrual basis. However, if the Recipient's accounting records are not normally kept on an accrual basis, the Recipient shall not be required to convert its accounting system, but shall develop such accrual information through an analysis of the documentation on hand. The Recipient shall certify to the expenditure of its proposed cost share for the period being reported, in the "Remarks" block.

Section 9. Non-Discrimination.

The Recipient will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of The Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Sections 504 and 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §§794, 794d), which prohibit discrimination on the basis of disabilities; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. § 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the

Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) the Public Health Service Act of 1912 (42 U.S.C. §290dd-2), relating to confidentiality of alcohol and drug abuse patient records; ((h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 *et seq.* relating to nondiscrimination in the sale, rental or financing of housing; (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.

Section 10. Executive Order on Equal Opportunity Related to Contracts.

The Recipient will comply with all Federal statutes and Executive Orders relating to Equal Employment Opportunity.

1. The Recipient agrees to incorporate in all contracts having a value of over \$10,000, the provisions requiring compliance with Executive Order 11246, as amended, and implementing regulations of the United States Department of Labor at 41 CFR 60, the provisions of which, other than the standard EEO clause and applicable goals for employment of minorities and women, may be incorporated by reference.
2. The Recipient agrees to ensure that its contractors and subcontractors, regardless of tier, awarding contracts and/or issuing purchase orders for material, supplies, or equipment over \$10,000 in value will incorporate the required EEO provisions in such contracts and purchase orders.
3. The Recipient further agrees that its own employment policies and practices will be without discrimination based on race, color, religion, sex, national origin, disability or age; and that it has an affirmative action plan (AAP) consistent with the Uniform Guidelines on Employee Selection Procedures, 29 CFR 1607, and the Affirmative Action Guidelines, 29 CFR 1608. The applicant/recipient shall provide the AAP to FMCSA for inspection or copy upon request.

Section 11. Property.

The Recipient understands and agrees that the Federal Government retains a Federal interest in any Project property, which includes any real property, equipment, and supplies financed with Federal assistance, until and to the extent that the Federal Government relinquishes its Federal interest in that Project property. With respect to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement, the Recipient agrees to comply with the following provisions of this General Provisions and Assurances except to the extent FMCSA determines otherwise in writing:

a. Use of Project Property.

The Recipient agrees to use Project property for appropriate Project purposes (which may include joint development purposes that generate program income, both during and after the award period and used to support public transportation activities) for the duration of the useful life of that property, as required by FMCSA. Should the Recipient unreasonably delay or fail to use Project property during the useful life of that property, the Recipient agrees that it may be required to return the entire amount of the Federal assistance expended on that property. The Recipient further agrees to notify FMCSA immediately when any Project property is withdrawn from

Project use or when any Project property is used in a manner substantially different from the representations the Recipient has made in its Application or in the Project Description for the Grant Agreement or Cooperative Agreement for the Project.

b. General.

A Recipient that is a State, local, or Indian tribal government agrees to comply with the property management standards of 49 C.F.R. §§ 18.31 through 18.34, including any amendments thereto, and with other applicable Federal regulations and directives. A Recipient that is an institution of higher education or private nonprofit entity, agrees to comply with the property management standards of 49 C.F.R. §§ 19.30 through 19.37, including any amendments thereto, and with other applicable Federal regulations and directives. Any exception to the requirements of 49 C.F.R. §§ 18.31 through 18.34, or the requirements of 49 C.F.R. §§ 19.30 through 19.37, requires the express approval of the Federal Government in writing. A Recipient that is a for-profit entity agrees to comply with property management standards satisfactory to FMCSA.

c. Maintenance.

The Recipient agrees to maintain Project property in good operating order, in compliance with any applicable Federal regulations or directives that may be issued.

d. Records.

The Recipient agrees to keep satisfactory records pertaining to the use of Project property, and submit to FMCSA upon request such information as may be required with this agreement.

e. Incidental Use.

The Recipient agrees that:

1. General.

Any incidental use of Project property will not exceed that permitted under applicable Federal laws, regulations, and directives.

f. Encumbrance of Project Property.

The Recipient agrees to maintain satisfactory continuing control of Project property as follows:

1. Written Transactions.

The Recipient agrees that it will not execute any transfer of title, lease, lien, pledge, mortgage, encumbrance, third party contract, subagreement, grant anticipation note, alienation, innovative finance arrangement (such as a cross border lease, leveraged lease, or otherwise), or any other obligation pertaining to Project property, that in any way would affect the continuing Federal interest in that Project property.

2. Oral Transactions.

The Recipient agrees that it will not obligate itself in any manner to any third party with respect to Project property.

3. Other Actions.

The Recipient agrees that it will not take any action adversely affecting the Federal interest in or impair the Recipient's continuing control of the use of Project property.

g. Transfer of Project Property.

The Recipient understands and agrees as follows:

1. Recipient Request.

The Recipient may transfer any Project property financed with Federal assistance authorized under 49 U.S.C. chapter 53 to a public body to be used for any public purpose with no further obligation to the Federal Government, provided the transfer is approved by the FMCSA Administrator and conforms with the requirements of 49 U.S.C. §§ 5334(h)(1) and (2).

2. Federal Government Direction.

The Recipient agrees that the Federal Government may direct the disposition of, and even require the Recipient to transfer, title to any Project property financed with Federal assistance under the Grant Agreement or Cooperative Agreement.

3. Leasing Project Property to Another Party.

If the Recipient leases any Project property to another party, the Recipient agrees to retain ownership of the leased Project property, and assure that the lessee will use the Project property appropriately, either through a written lease between the Recipient and lessee, or another similar document. Upon request by FMCSA, the Recipient agrees to provide a copy of any relevant documents.

h. Disposition of Project Property.

With prior FMCSA approval, the Recipient may sell, transfer, or lease Project property and use the proceeds to reduce the gross project cost of other eligible capital public transportation projects to the extent permitted by 49 U.S.C. § 5334(h)(4). The Recipient also agrees that FMCSA may establish the useful life of Project property, and that it will use Project property continuously and appropriately throughout the useful life of that property.

1. Project Property Whose Useful Life Has Expired. When the useful life of Project property has expired, the Recipient agrees to comply with FMCSA's disposition requirements.

2. Project Property Prematurely Withdrawn from Use. For Project property withdrawn from appropriate use before its useful life has expired, the Recipient agrees as follows:

A. Notification Requirement. The Recipient agrees to notify FMCSA immediately when any Project property is prematurely withdrawn from appropriate use, whether by planned withdrawal, misuse, or casualty loss.

B. Calculating the Fair Market Value of Prematurely Withdrawn Project Property. The Recipient agrees that the Federal Government retains a Federal interest in the fair market value of Project property prematurely withdrawn from

appropriate use. The amount of the Federal interest in the Project property shall be determined by the ratio of the Federal assistance awarded for the property to the actual cost of the property. The Recipient agrees that the fair market value of Project property prematurely withdrawn from use will be calculated as follows:

i. Equipment and Supplies. The Recipient agrees that the fair market value of Project equipment and supplies shall be calculated by straight-line depreciation of that property, based on the useful life of the equipment or supplies as established or approved by FMCSA. Information on straight line depreciation may be found in the Internal Revenue Code. The fair market value of Project equipment and supplies shall be the value immediately before the occurrence prompting the withdrawal of the equipment or supplies from appropriate use. In the case of Project equipment or supplies lost or damaged by fire, casualty, or natural disaster, the fair market value shall be calculated on the basis of the condition of that equipment or supplies immediately before the fire, casualty, or natural disaster, irrespective of the extent of insurance coverage. As authorized by 49 C.F.R. § 18.32(b), a State may use its own disposition procedures, provided that those procedures comply with the laws of that State.

ii. Real Property. The Recipient agrees that the fair market value of real property shall be determined either by competent appraisal based on an appropriate date approved by the Federal Government, as provided by 49 C.F.R. Part 24, or by straight line depreciation, whichever is greater.

iii. Exceptional Circumstances. The Recipient agrees that the Federal Government may require the use of another method to determine the fair market value of Project property. In unusual circumstances, the Recipient may request that another reasonable valuation method be used including, but not limited to, accelerated depreciation, comparable sales, or established market values. In determining whether to approve such a request, the Federal Government may consider any action taken, omission made, or unfortunate occurrence suffered by the Recipient with respect to the preservation of Project property withdrawn from appropriate use.

i. Financial Obligations to the Federal Government.

The Recipient agrees to remit to the Federal Government the Federal interest in the fair market value of any Project property prematurely withdrawn from appropriate use. In the case of fire, casualty, or natural disaster, the Recipient may fulfill its obligations to remit the Federal interest by either:

1. Investing an amount equal to the remaining Federal interest in like-kind property that is eligible for assistance within the scope of the Project that provided Federal assistance for the Project property prematurely withdrawn from use; or
2. Returning to the Federal Government an amount equal to the remaining Federal interest in the withdrawn Project property.

j. Insurance Proceeds.

If the Recipient receives insurance proceeds as a result of damage or destruction to the Project property, the Recipient agrees to:

1. Apply those insurance proceeds to the cost of replacing the damaged or destroyed Project property taken out of service, or
2. Return to the Federal Government an amount equal to the remaining Federal interest in the damaged or destroyed Project property.

k. Transportation - Hazardous Materials.

The Recipient agrees to comply with applicable requirements of U.S. Pipeline and Hazardous Materials Safety Administration regulations, "Shippers - General Requirements for Shipments and Packagings," 49 C.F.R. Part 173, in connection with the transportation of any hazardous materials.

l. Misused or Damaged Project Property.

If any damage to Project property results from abuse or misuse occurring with the Recipient's knowledge and consent, the Recipient agrees to restore the Project property to its original condition or refund the value of the Federal interest in that property, as the Federal Government may require.

m. Responsibilities After Project Closeout.

The Recipient agrees that Project closeout by FMCSA will not change the Recipient's Project property management responsibilities as stated in Section 19 of this Master Agreement, and as may be set forth in subsequent Federal laws, regulations, and directives, except to the extent the Federal Government determines otherwise in writing.

Section 12. Davis-Bacon Act Requirements.

The Recipient agrees to comply, as applicable, with the provisions of the Davis Bacon Act (40 U.S.C. §3145 and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§3701 *et seq.*) regarding labor standards for federally-assisted construction sub-agreements.

Section 13. Environmental Requirements.

The Recipient agrees to comply, as applicable, with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 *et seq.*); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 *et seq.*); (g) protection of underground

sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

Section 14. Government Rights (Unlimited).

FMCSA shall have unlimited rights for the benefit of the Government in all other work developed in the performance of this Agreement, including the right to use same on any other Government work without additional cost to FMCSA. The rights to any inventions made by a recipient under an FMCSA financial assistance award are determined by the Bayh-Dole Act, Pub. L. 96-517, as amended, and codified in 35 U.S.C. § 200, et seq., except as otherwise provided by law.

a. Patent Rights.

1. If any invention, improvement, or discovery of the Recipient or any of its third party contractors is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify FMCSA immediately and provide a detailed report. The rights and responsibilities of the recipient, third party contractors and FMCSA with respect to such invention, improvement, or discovery will be determined in accordance with applicable Federal laws, regulations, policies, and any waiver thereof.

2. If the Recipient secures a patent with respect to any invention, improvement, or discovery of the Recipient or any of its third party contractors conceived or first actually reduced to practice in the course of or under this Project, the Recipient agrees to grant to FMCSA a royalty-free, non-exclusive, and irrevocable license to use and to authorize others to use the patented device or process for Federal Government purposes.

3. The Recipient agrees to include the requirements of the "Patent Rights" section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

b. Data Rights.

1. The term "subject data" used in this section means recorded information, whether or not copyrighted, that is developed, delivered, or specified to be delivered under this Agreement. The term includes graphic or pictorial delineations in media such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to Project administration. The following restrictions apply to all subject data first produced in the performance of this Agreement:

A. Except for its own internal use, the Recipient may not publish or reproduce such data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of FMCSA, until such time as FMCSA may have either released or approved the release of such data to the public.

B. As authorized by 49 C.F.R. § 18.34, or 49 C.F.R. § 19.36, as applicable, FMCSA reserves a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes:

C. Any work developed under a grant, cooperative agreement, sub-grant, sub-agreement, or third party contract, irrespective of whether or not a copyright has been obtained; and

D. Any rights of copyright to which a Recipient, subgrantee, or a third party contractor purchases ownership with Federal assistance.

2. When FMCSA provides assistance to a Recipient for a Project involving planning, research, or development, it is generally FMCSA's intent to increase the body of knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FMCSA determines otherwise, the Recipient understands and agrees that, in addition to the rights set forth in preceding portions of this section of this Agreement, FMCSA may make available to any FMCSA Recipient, subgrantee, third party contractor, or third party subcontractor, either FMCSA's license in the copyright to the "subject data" derived under this Agreement or a copy of the "subject data" first produced under this Agreement. In the event that such a Project which is the subject of this Agreement is not completed, for any reason whatsoever, all data developed under that Project shall become subject data as defined herein and shall be delivered as FMCSA may direct.

3. Unless prohibited by State law, the Recipient agrees to indemnify, save and hold harmless FMCSA, its officers, agents, and employees acting within the scope of their official duties against any liability, including costs and expenses, resulting from any willful or intentional violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify FMCSA for any such liability arising out of the wrongful acts of employees or agents of FMCSA.

4. Nothing contained in this section on rights in data, shall imply a license to FMCSA under any patent or be construed as affecting the scope of any license or other right otherwise granted to FMCSA under any patent.

5. The requirements of this section of this Agreement do not apply to material furnished to the Recipient by FMCSA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at the time of delivery of such work.

6. Unless FMCSA determines otherwise, the Recipient agrees to include the requirements of this section of this Agreement in its third party contracts for planning, research, development, or demonstration under the Project.

c. Acknowledgment or Support and Disclaimer.

1. An acknowledgment of FMCSA support and a disclaimer must appear in any recipient publication, whether copyrighted or not, based on or developed under the Agreement, in the following terms:

"This material is based upon work supported by the Federal Motor Carrier Safety Administration under a grant/cooperative agreement, dated ____."
(fill-in appropriate identification of grant/cooperative agreement)

2. All Recipient publications must also contain the following:

"Any opinions, findings, and conclusions or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the view of the Federal Motor Carrier Safety Administration and/or the U.S. Department of Transportation."

3. The Recipient agrees to cause to be erected at the site of any construction, and maintain during construction, signs satisfactory to FMCSA identifying the Project and indicating that FMCSA is participating in the development of the Project.

Section 15. Drug Free Workplace.

By signing this agreement, the Recipient certifies that it is in compliance with the Drug-Free Workplace Act (41 U.S.C. Sec. 701 et seq.) and implementing regulations (49 CFR Part 32), which require, in part, that recipients prohibit drug use in the workplace, notify the FMCSA of employee convictions for violations of criminal drug laws occurring in the workplace, and take appropriate personnel action against a convicted employee or require the employee to participate in a drug abuse assistance program.

Section 16. Background Screening.

FMCSA reserves the right to perform individual background screening on key individuals of organizational units associated with the application at the beginning on the award and at another interval thereafter for the life of the award. If in performance of a grant award requires recipient organization personnel to have unsupervised physical access to a Federally controlled facility for more than 180 days or access to a Federal information system, such personnel must undergo the personal identity verification credential process under Homeland Security Presidential Directive 12.

Section 17. Site Visits.

FMCSA, through its authorized representatives, has the right, at all reasonable times, to make site visits to review Project accomplishments and management control systems and to provide such technical assistance as may be required. If any site visit is made by FMCSA on the premises of the Recipient, subgrantee or subcontractor under this Agreement, the Recipient shall provide and shall require its subgrantees or subcontractors to provide, all reasonable facilities and assistance for the safety and convenience of FMCSA representatives in the performance of their duties. All

site visits and evaluations shall be performed in such a manner as will not unduly delay work being conducted by the Recipient, subgrantee or subcontractor.

Section 18. Liability and Indemnification.

The Recipient agrees to indemnify, save and hold harmless, and defend the United States against all fines, claims, damages, losses, judgments, and expenses arising out of, or from, any act or omission of Recipient, its officers, employees, or (members, participants, agents, representatives, as appropriate) arising out of or in any way connected to activities authorized pursuant to this Agreement. This provision shall survive the expiration or termination of this Agreement.

Section 19. Right of FMCSA to Terminate Agreement.

a. General Right to Suspend or Terminate Assistance Agreement.

Upon written notice, the Recipient agrees that FMCSA may suspend or terminate all or part of the financial assistance provided herein if the Recipient has violated the terms of this Agreement, or if FMCSA determines that the purposes of the statute under which the Project is authorized would not be adequately served by continuation of Federal financial assistance for the Project. Any failure to make reasonable progress on the Project or other violation of this Agreement that significantly endangers substantial performance of the Project shall provide sufficient grounds for FMCSA to terminate this Agreement. The recipient agrees to give the Federal Motor Carrier Safety Administration at least 90 days notice of its intention to terminate this agreement.

b. Financial Obligations of the Government.

In general, termination of any financial assistance under this Agreement will not invalidate obligations properly incurred by the Recipient and concurred in by FMCSA before the termination date, to the extent those obligations cannot be cancelled. However, if FMCSA determines that the Recipient has willfully misused Federal assistance funds by failing to make adequate progress, failing to make reasonable use of the Project property, facilities, or equipment, or failing to adhere to the terms of this Agreement, FMCSA reserves the right to require the Recipient to refund the entire amount of FMCSA funds provided under this Agreement or any lesser amount as may be determined by FMCSA.

c. De-obligation of Funds.

FMCSA reserves the right to unilaterally de-obligate any remaining grant or cooperative agreement funds due to the time elapsed since award of the grant, lack of payment vouchers from the Recipient, lack of plans to expend funds based on this grant, or other such determination made by FMCSA. If the recipient accedes to de-obligation, a grant amendment/modification must be in place.

Section 20. Project Completion, Settlement, and Closeout.

a. Project Completion.

Within 90 days of the Project completion date or termination by FMCSA, the Recipient agrees to submit a final SF 425, Federal Financial Report, a certification or summary of Project expenses, and third party audit reports, as applicable.

b. Remittance of Excess Payments.

If FMCSA has made payments to the Recipient in excess of the total amount of FMCSA funding due, the Recipient agrees to promptly remit that excess and interest as may be required by the "Payment by FMCSA" section of this Attachment.

c. Project Closeout.

Project closeout occurs when all required Project work and all administrative procedures described in 49 C.F.R. Part 18, or 49 C.F.R. Part 19, as applicable, have been completed, and when FMCSA notifies the Recipient and forwards the final Federal assistance payment, or when FMCSA acknowledges the Recipient's remittance of the proper refund. Project closeout shall not invalidate any continuing obligations imposed on the Recipient by this Agreement or by the FMCSA's final notification or acknowledgment.

Section 21. Severability.

If any provision of this Agreement is held invalid, all remaining provisions of this Agreement shall continue in full force and effect to the extent not inconsistent with such holding.

Section 22. Entire Agreement and Modifications.

This Agreement constitutes the entire agreement between the parties. All prior discussions and understandings concerning such scope and subject matter are superseded by this Agreement. Modifications to this Agreement may be made only in writing, signed by the each party's authorized representative, and specifically referred to as a modification to this Agreement.

Section 23. Use of Information Obtained.

1. Information obtained under this agreement may only be used by the recipient in order to accomplish the project plan under this agreement.
2. Any information obtained or exchanged between FMCSA and the grant recipient, in order to carry out each party's responsibility under this agreement and project plan, shall not be released by the recipient to any third party without the written permission of FMCSA.
3. Recipient shall ensure that all of its employees authorized to access FMCSA data and information systems sign and submit information technology user agreements provided by FMCSA.

Section 24. Miscellaneous Provisions

a. Prohibition on Human Trafficking.

The Recipient agrees to comply, as applicable, with the provisions of Section 7104(g) of the Trafficking Victims Protection Act of 2000, 22 U.S.C. § 7104 as amended.

b. Wild and Scenic Rivers Act of 1968.

The Recipient agrees to comply, as applicable, with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

c. Fly America Act.

The Recipient shall comply with the provisions of the Fly America Act, 49 U.S.C. § 40118.

d. Criminal and Prohibited Activities.

The Recipient will adhere to the Program Fraud Civil Remedies Act, 31 U.S.C. § 3801-3812, which provides for the imposition of civil penalties against persons who make false, fictitious, or fraudulent claims to the Federal Government for money. Recipient will also adhere to the False Statements Act, 18 U.S.C. §§ 287 and 1001 which provides that whoever makes or presents any false, fictitious or fraudulent statements, representations, or claims against the United States shall be subject to imprisonment of not more than 5 years and shall be subject to a fine in the amount provided by 18 U.S.C. § 287. Recipient shall also adhere to the False Claims Act, 31 U.S.C. § 3729, which provides that suits under this act can be brought by the Government or a person on behalf of the Government, for false claims under the Federal assistance programs. Recipient shall also adhere to the Copeland "Anti-Kickback" Act, 18 U.S.C. § 874 and 40 U.S.C. § 3145, which prohibits a person or organization engaged in a Federally supported project from enticing an employee working on the project from giving up a part of his compensation under an employment contract.

e. Laptop Encryption

All laptops used by recipients, grantees, and contractors in carrying out the project plan, which contain data pertaining to this agreement, must be encrypted to the same standards utilized by FMCSA.

Section 25. Commercial Vehicle Information Systems and Networks (CVISN) provisions.

The following provisions apply where applicable.

a. Compliance with the National ITS Architecture.

The recipient will ensure that CVISN Core and Expanded deployment activities, such as hardware procurement, software and system development, infrastructure modifications, etc., are consistent with the National ITS and CVISN Architectures and available standards and shall promote interoperability and efficiency to the extent practicable and

required by law.

b. Interoperability.

For implementing CVISN Core capabilities, the recipient will complete interoperability tests and ensure architectural conformance throughout the life of the project. Perform pairwise and end-to-end tests to demonstrate conformance with the standards and interoperability, verify that interfaces between selected products/systems meet the applicable standards, verify dataflow and data usage among the products/systems.

c. Independent Evaluation.

The FMCSA may conduct an independent evaluation of the effectiveness of the project in achieving Federal and State program goals. The independent evaluation will be conducted using existing Federal resources. Participants of projects that are selected for independent evaluations shall cooperate with the independent evaluators and participate in evaluation planning and progress review meetings to ensure a mutually acceptable, successful implementation of the independent evaluation. The FMCSA may contract with one or more independent evaluation contractor(s) to evaluate the projects.

d. Dedicated Short Range Communications.

If applicable, the State shall also require that its contractors only install Dedicated Short Range Communications (DSRC) equipment that is interoperable and compatible at layers 1 and 2 of the Open Systems Interconnect Reference Model with equipment in operation on the North American Preclearance and Safety System and the Heavy Vehicle Electronic License Plate Inc.'s PrePass™ System deployments as well as the International Border Crossing Operational Tests, based upon on ASTM Draft 6, dated February 23, 1996.

**Department of Administration
Office of Public Advocacy**

Subject of RPL: Court Appointed Special Advocate (CASA) Program	ADN/RPL #: 02-11-0071
Amount requested: \$40, 200	Appropriation Authority: Sec 1, Ch 41, SLA 2010, pg 5, ln 3
Funding source: Federal Receipts Operating	Statutory Authority: AS 44.21.410(a)(6) Court Appointed Special Advocate (CASA) Volunteer Program

PURPOSE

The Alaska Office of Public Advocacy (OPA) was created in 1984 to handle a variety of functions previously handled by the state court system including the provision of guardian ad litem services to children in child protection proceedings throughout the state. OPA employs a mix of attorneys and professionals serving as staff and contract guardians ad litem (GALs). GALs have typically large caseloads of 80-120 children.

The Alaska Court Appointed Special Advocate (CASA) Program started in 1987 as a program of OPA using citizen volunteers to supplement the work of the paid advocates and provide caseload relief. In 1988, state legislation passed, recognizing CASA volunteers and giving OPA the statutory mandate to develop CASA programs in Alaska. Alaska CASA has since expanded to the major population centers in Alaska, namely Anchorage, the Matanuska Valley, Juneau, and Fairbanks.

OPA is currently the recipient of two grant awards. The first is a yearly state organization grant in the amount of \$55,000.00 to support programs statewide to promote and grow CASA in the State of Alaska and develop methodologies to expand CASA into rural Alaska. Expanding the CASA program into Bethel is a priority for OPA so that advocacy services can be improved to the benefit of abused and neglected children. Currently, OPA has three Bethel based contract GALs providing child advocacy services in the Yukon-Kuskokwim (YK) Delta region. Each GAL currently has a caseload of approximately 100 children. Nearly 40% of the population is under the age of 18 with 80% of the children in the region's child protection system being Alaska native. Due to high caseloads, vast service area, and high transportation costs, face-to-face contacts between child and GAL occur infrequently.

The second award is for the CASA YK Delta area in the amount of \$40,000.00. The Alaska Court System is very supportive of the expansion of the CASA program into the YK Delta area because of the benefit that the CASA program can bring in providing more in-depth information into the court room about the children, their families, and the cases. To be successful, the CASA program must have a person living and working in the Bethel community. This grant award will enable the YK Delta CASA to have an Outreach Coordinator in the community to conduct recruitment, community outreach, and volunteer support to Bethel and the surrounding villages. The division will be able to demonstrate the benefits of having a CASA program by generating community support, establishing the backing of the court system and recruiting for a base of volunteers. Additionally, with this program we anticipate improving the quality of advocacy and achieve permanency for children in need by improving the advocate to child ratio, increased child contacts, more information being provided to the court, increased culturally competent advocacy, and providing exhaustive relative searches for temporary or permanent placement of children.

Agency Contact: Rachel Levitt, (907) 269-3504

Legislative Finance Contact: Danith Watts, (907) 465-5435

PREVIOUS LEGISLATIVE CONSIDERATION

In FY 10, OPA received \$44.6 supplemental authorization to accept and spend federal grant funds for the CASA program. OPA did not anticipate the reoccurrence of the YK Delta grant award opportunity nor a shortfall for the State organization grant. Currently, OPA has two grants, one in the amount of \$55,000.00 and one federal grant for the CASA YK Delta area in the amount of \$40,000.00.

TIMING ISSUES

As a state agency, OPA is limited with regard to funding sources. The annual award of the State organization grant and recently the YK Delta grant which provides additional financial resources to sustaining and expanding the role of the CASA program in the delivery of child advocacy services supports OPA's mission of child advocacy. We did not learn of the awards until late June 2010 which precluded us from including this for the FY 11 budgeting process.

The funding from the YK Delta grant, \$40,000.00, was awarded to OPA and is currently available but is not included in the current budget as we did not anticipate there would be an award of the recurring grant for the YK Delta region beyond the last legislative session. OPA is considering making a similar request in the Governor's FY2012 budget request.

The duration of the YK Delta grant is from June 1, 2010 through May 31, 2011. The federal monies for this grant are awarded by the Department of Justice – Office for Victims of Crime (OVC) which are distributed to OPA through the National CASA association. This grant award will provide OPA with resources necessary to continue to carry out the scope of work as it relates to expanding the CASA program into Bethel to advocate for the best interests of abused and neglected children in the state's child protection system. Without the additional authorization we will be unable to continue our expansion into the Bethel region with the CASA program resulting in many children not receiving the help they so desperately need in the child protection system.

The State organization grant was awarded in the amount of \$55,000.00. Currently, the budget authorization is for \$54,800.00 which leaves an authorization shortfall of \$200.00. The State organization grant was awarded for the time period of July 1, 2010 through June 30, 2011. The federal monies for this grant are awarded by the Department of Justice – Office of Juvenile Justice and Delinquency Prevention (OJJDP) – and are also distributed through the National CASA association to OPA. This annual grant enables Alaska CASA to advance a new approach to increasing the number of Alaska Native CASA volunteers statewide and expanding into areas of rural Alaska through technical assistance and training opportunities to create experienced volunteer advocates making existing child advocacy resources more efficient. The financial support through this grant seeks to increase the number of children served by CASA volunteers, increase the number of trained CASA volunteers, and increase CASA awareness in rural Alaskan communities through consistent outreach to Alaska natives through planned public relations events and enhanced communication among Alaska CASA and state/tribal CASA programs.

BUDGETARY ISSUES

The support and expansion of the CASA program into rural areas of Alaska is in keeping with OPA's mission of providing legal advocacy and guardian services to vulnerable Alaskans. The agency's enabling statute requests the CASA program. In this instance, providing a voice for Alaskan children who are the victims of physical or sexual abuse, neglect or abandonment and who are thrust into the court system through no fault of their own.

Agency Contact: Rachel Levitt, (907) 269-3504

Legislative Finance Contact: Danith Watts, (907) 465-5435

Both grants have been awarded to the Office of Public Advocacy; the State organization grant in the amount of \$55,000.00 and the YK Delta grant in the amount of \$40,000.00. Additional federal authority was requested through a supplemental in FY 11. Through this current RPL request we are seeking federal receipt authority for personal services \$30,240 travel \$7,250, contractual \$150 and supplies / commodities \$2,560. We do not anticipate an impact to the General Fund, as we will use existing staff positions and resources to administer the grant. State match or maintenance of effort is not required.

A copy of the award document for the State organization grant and the YK Delta grant is attached.

***Legislative Fiscal Analyst Comment:* This RPL is intended to give sufficient FY11 federal receipt authorization to the Office of Public Advocacy allocation within the Legal and Advocacy Services appropriation to receive two available grant awards. Approval would increase the FY11 Enacted federal receipts budget of \$54.8 to \$95.0. No general funds are required.**

RPL 02-11-0071

**NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION
2010 GRANT TERMS AND CONDITIONS AGREEMENT**

NAME AND ADDRESS OF GRANTOR:

The National Court Appointed Special Advocate Association (National CASA)
100 West Harrison Street, North Tower, Suite 500
Seattle, WA 98119

NAME AND ADDRESS OF GRANTEE:

Alaska CASA Program
900 W 5th Ave, Suite 525
Anchorage, AK 99501

GRANT TYPE: ~~State Organization~~

GRANT CONTRACT NUMBER: ~~AK000000-10-0710-5~~

AMOUNT OF AWARD: ~~\$55,000.00~~

The funds awarded are federal funds from the Department of Justice – Office of Juvenile Justice and Delinquency Prevention (OJJDP) (CFDA – 16.547).

DURATION: ~~July 1, 2010 – June 30, 2011~~, unless terminated earlier, pursuant to these terms and conditions.

SPECIAL CONDITIONS: See Appendix A

FUNDING CONDITIONS: There are no funding conditions with this grant.

BUDGET INFORMATION:

Please be advised that your grant award may have been rounded up to the nearest five hundred dollars. The additional funds have been placed in the 'Other' category. You may submit a Grant Budget Adjustment Request via the Grantee Budget Information System (GBIS) to transfer these funds into another line item.

Personnel	\$25,690.00
Taxes and Benefits	\$15,671.00
Travel	\$5,098.00
Printing	\$2,787.00
Supplies	\$2,300.00
Equipment	\$0.00
Rent & Utilities	\$0.00
Other	\$3,454.00
Total	\$55,000.00

Initials WJ WJ

1. GENERAL GRANTEE REQUIREMENTS

- A. Grantee must be a provisional or full program member of the National CASA Association prior to release of grant funds and throughout the duration of the grant period.
- B. Grantees will acknowledge affiliation with National CASA on all brochures, newsletters, news releases, stationery and annual reports produced during the grant period by including one of the following: the CASA logo, the words "A CASA Program" or the words "A Member of the National CASA Association."
- C. Grantee approves the use of photos or other materials that may be generated in connection with a grant. Such materials may be used by National CASA and its partners in newsletter articles, event materials, etc.
- D. Grantee will acknowledge the grant via a minimum of one public relations outlet (press release, website or print publication) to help generate awareness of National CASA and its public and private partnerships.
- E. Grantee will cooperate with National CASA's efforts to strengthen its funding partnerships by sharing local success stories and, where applicable, work with National CASA in identifying speakers for local partner functions and/or events.
- F. Grantees shall notify National CASA in writing if the director of the program or the person responsible for oversight of the grant resigns or is removed from their position or when the absence of this individual is expected to exceed a continuous period of one month. In such situations, adequate alternative plans for the conduct of grant activities must be made.
- G. Grantees shall notify National CASA in writing in the event of a change in governance structure, merger with another program as well as when an employee paid for by grant funds experiences a change in the work status.
- H. Grantees are required to acquire and maintain the technological capacity to access the internet and communicate via email.
- I. If the grantee has applied for and received this grant as an organization exempt from federal income tax under IRS Section 501(c)(3), the grantee will immediately inform National CASA of any change in or challenge to that status.
- J. Grantees are required to use timesheets for grant funded positions.
- K. Grantees must establish and maintain a comprehensive plan for managing the risk to the program, its employees, volunteers and board members.
- L. Grantee is required to send to National CASA any audit findings or questioned costs from any (private or government) audit report.

Initials: 

2. REPORTING REQUIREMENTS

Type	Description	Due Dates
Expense Reports	Grantees must report their grant expenses on a monthly basis using the Grantee Budget Information System (GBIS). A program number and password will be sent to you. Monthly expense reports must contain the actual expenditures as incurred for the reporting period. Grantees are required to file expenses reports by the 15 th of the month in order to receive a disbursement by the first of the following month, adjusted for cash on hand.	By the 15 th of each month following activity
Narrative Reports	A narrative report detailing the progress of grant activities is required of all grantees at six months into the grant cycle. A final narrative report is required at the end of the grant period and must detail the overall progress towards achievement of grant goals. Report forms are provided by National CASA prior to the reporting deadline.	01/31/11 07/31/11
OJJDP Data Statistical Quarterly Reports	Using the online reporting tool at CASAforChildren.org/grants , the grantee must report the number of children served by the program, and the number of volunteers trained and assigned, on a quarterly basis. These dates may fluctuate slightly; the grantee is responsible for confirming actual due dates online. You will receive a reminder email one month prior to the due dates.	10/18/10 01/17/11 04/29/11 07/18/11
Annual Program Survey	Using the online reporting tool at CASAforChildren.org/grants , the grantee must complete and submit the annual Program Survey distributed by National CASA.	01/31/11
Final Grant Evaluation	A Final Grant Evaluation is required of all grantees at the end of the grant period. Data is submitted using an online tool located on GBIS.	08/01/11

Failure to submit an accurate monthly expense report or semi-annual narrative report by the required due dates will be considered a violation of this agreement and may result in the withholding of grant payments until corrective action as specified by National CASA has been completed. Failure to meet corrective action conditions in a timely manner may result in suspension or termination of grant funds, and/or future funding.

Initials



3. DISBURSEMENT OF GRANT FUNDS

Grant funds will be disbursed on a monthly basis by Electronic Funds Transfer (EFT). EFT disbursements will be transmitted beginning July 1, 2010 subject to the availability of funds. Grant disbursements will be made each month upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period. Grant disbursements will be made on a monthly basis over the life of the award. If the amount of your cash on hand (the amount of funds disbursed to the program minus the expenses reported to National CASA) is more than double your normal monthly disbursement, the next disbursement may not be processed until your program's spending increases; this will not necessarily affect your grant award amount.

Grant cannot be publicized and funds cannot be disbursed until National CASA receives this terms and conditions agreement signed by the Executive/Program Director and Board President/Program Administrator. Grant funds may be kept in an interest bearing account. However, interest earned in excess of \$250 per year must be remitted to the National CASA Association.

4. GRANT ADJUSTMENTS

Any budget adjustment over \$500 in any one grant category requires National CASA approval prior to incurring the expense. Grantees must explain the basis for the proposed adjustment in GBIS.

5. ACCOUNTING SYSTEM

Grantees must establish and maintain an adequate system of accounting and internal controls. All grantees must complete Financial Internal Controls Questionnaire (Appendix B) and submit with their signed agreement. An acceptable system is one that accounts for receipt of funds under each funding source and by category of expenditure; assures that expended funds are applied to the appropriate budget category; presents and classifies historical costs of the grant as required for budgetary and evaluation purposes; provides adequate cost controls to assure optimal use of grant funds; is integrated with a system of internal controls adequate to safeguard the funds and assets of the program; meets the prescribed requirements for periodic financial reporting of operations and provides financial data for planning and evaluation of costs and budget projections.

Equipment and materials purchased with grant funds must be used by the grantee in the program or project activity for which it was acquired for as long as needed, whether or not the project or program continues to be supported by grant funds. Title to equipment acquired under the grant will vest in the grantee.

6. EXTENSIONS

Extensions to the grant period will not be permitted by National CASA except in rare circumstances. If a grantee believes that an extension is necessary, a written extension request must be submitted at least forty-five (45) days before the end of the grant period.

Initials: 

7. REPAYMENT OF FUNDS/FUTURE FUNDING

Grantees must repay funds for expenditures that are found to be unallowable. Upon completion of the grant period or termination of this grant for any reason, the grantee will repay to National CASA any remaining unexpended grant funds.

The grantee acknowledges that National CASA has made no actual or implied promise of funding except for the amounts specified by this agreement based on available funding. If any of the grant funds are returned or if the grant is rescinded, the grantee acknowledges that National CASA will have no further obligations to the grantee in connection with this grant as a result of such return or rescission.

8. NATIONAL CASA GRANT MONITORING POLICY

National CASA may conduct both desk monitoring and onsite visits to selected grantee programs to assess the progress of the CASA program in implementing the grant activities and to ensure that accurate financial records are being maintained and that adequate controls are in place. When notified that the program is being scheduled for monitoring, the grantee agrees to cooperate by making the requested personnel and documentation available. When the monitoring is complete, a report will be issued to the director and board president of the grantee program, the presiding juvenile court judge and to the state organization if the grantee is a local program.

9. USE OF GRANT FUNDS

Staff positions funded by the grant may not serve on cases. The grantee may use the grant funds solely for approved project activities and in accordance with the approved project budget. The grantee is a recipient of grant funds from the National CASA Association that operates under a Cooperative Agreement with the Department of Justice, Office of Juvenile Justice and Delinquency Prevention (OJJDP) and subject to the applicable restrictions and provisions of this federal funding as described in the Catalogue of Federal Domestic Assistance (CFDA) 16.547. The grantee shall adhere to cost principles established by the Office of Management and Budget in Circular A-122 (whitehouse.gov/omb/circulars/a122/a122.html). The grantee shall comply with the attached policy on hiring contractors (Appendix C) and the attached travel policy as required by Federal Per Diem regulations (Appendix D).

10. LOBBYING & POLITICAL ACTIVITIES

Grant funds shall not be used to conduct activities directed at legislative or executive agencies, or to influence, directly or indirectly, legislation, executive orders or similar promulgations by federal, state or local agencies. No grantee shall contribute or make available grant funds, personnel or equipment to any political party or association, or the campaign of any candidate for public or party office.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

Initials: 

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobby Activities," in accordance with its instructions (www.whitehouse.gov/omb/grants/grants_forms.aspx).

More information regarding lobbying and grant restrictions can be found in the Office of Justice Programs, Financial Guide 2009, Part III - Chapter 16: Unallowable Costs (www.ojp.usdoj.gov/financialguide). National CASA grantees must adhere to these restrictions.

11. FUNDRAISING

Grant funds shall not be used for costs of organized fundraising including financial campaigns, endowment drives, gift solicitation and similar expenses incurred to raise capital or obtain contributions.

12. CONFLICT OF INTEREST

No official, board member, volunteer or employee of a grantee organization shall participate personally through decisions, approval, disapproval, contract or other particular matter in which award funds are used, where his/her immediate family has a financial or personal interest. Any official, board member, volunteer or employee of a grantee shall avoid any action which might result in or create the appearance of using an official position for private gain or affecting adversely the confidence of the public in the integrity of the CASA program or National CASA.

13. NONDISCRIMINATION

Neither the grantee nor any party with whom the grantee enters into a subcontract shall discriminate on the basis of race, color, sex, religion, nationality, marital status, sexual orientation, age or disability in the employment or application for employment or in the administration or delivery of services under this grant. The grantee shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. Failure to comply shall be grounds for termination of the grant.

14. DEBARMENT OR SUSPENSION

The grantee assures that neither the program nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court or voluntarily excluded from covered transactions by any federal department or agency.

15. AUDIT REQUIREMENTS

Grantees may be subject to audit requirements as set forth by the Federal Government under Office of Management and Budget (OMB) Circular A-133 (whitehouse.gov/omb/circulars/a133/a133.html). Under these requirements, organizations expending \$500,000 or more in federal financial assistance in any fiscal year are required to conduct an A-133 Single Audit in accordance with Generally Accepted Accounting Principles (GAAP) for that fiscal year.

Initials 

Grantees with audit findings are required to provide National CASA with a written corrective action plan for addressing any unresolved audit findings from the prior year end, as well as addressing any current findings. The plan should provide the name of the contact person responsible for the corrections and the projected completion date. Failure of the grantee organization to resolve audit questions may result in suspension or termination of grant funds.

16. CONSEQUENCES OF NON-COMPLIANCE WITH TERMS AND CONDITIONS AGREEMENT

In the case of any violation of the terms and conditions of the grant, or in the event of the loss of federal funds from which this grant is made, the National CASA Association reserves the right in its absolute discretion to terminate the grant. If the termination results from acts or omissions of the grantee, including but not limited to misappropriation, nonperformance of required activities, or fiscal mismanagement, the grantee shall return to National CASA immediately any funds, whether misappropriated or unexpended, which have been paid to the grantee by National CASA. National CASA will review both the quality of the work completed and progress toward achieving the goals of the grant. If at any time National CASA determines the grantee is incapable of satisfactorily completing the work of the grant, National CASA may, at its discretion, declare the grant terminated. The determination as to the quality of work being performed, the progress being made toward the goals of the grant and the grantee's ability to satisfactorily complete the work of the grant will be final and will be binding and conclusive.

17. DISCLOSURE

The grantee shall promptly refer to National CASA any credible evidence that a principal employee, agent, contractor, sub-grantee, subcontractor, or other persons has submitted a false claim under the False Claims Act or has committed a criminal or civil violation of laws pertinent to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving these funds.

18. APPLICABLE LAW

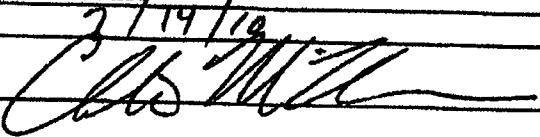
The grantee will operate in accordance with all applicable federal, state and local laws and ordinances. This agreement shall be interpreted in accordance with the laws of the State of Washington.

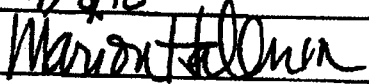


Initials: MDJ WAT


**THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION
2010 GRANT TERMS AND CONDITIONS**

The Executive Director of organization and Board President or Administrator (if applicable) must sign the Terms and Conditions Agreement for the grant. If the CASA program operates underneath an umbrella program, the Executive Director of the umbrella program must sign the agreement. This agreement must be returned to the following address no later than Monday, June 21, 2010: National CASA Grants Program, 100 West Harrison Street, North Tower, Suite 500, Seattle, WA 98119.

GRANTOR:	The National CASA Association
CFO / Controller:	Tom Dunn / Charlie McNamara
Mailing Address:	100 W. Harrison, North Tower, #500
City, State and Zip:	Seattle, WA 98119
Phone Number:	800.628.3233
Date:	7/19/10
Signature:	

GRANTEE:	Alaska CASA
CASA/GAL Program:	Office of Public Advocacy (OPA)
Umbrella Organization (if applicable):	
National CASA Program Number:	10900
Mailing Address:	900 W. 5th Ave., Ste. 525
City, State and Zip:	Anchorage, AK 99501
Phone Number:	907/264-3512
Email Address:	Alaska-CASA@alaska.gov
Executive Director:	Marion Hallum
Date:	7/8/10
Signature:	

*Must provide an address and phone number that is different from the program information listed above

Board President/Administrator:	Rachel Levitt
Title:	Director, Office of Public Advocacy
*Mailing Address:	
*City, State and Zip:	Anchorage, AK 99501
*Phone Number:	907/264-3500
*Email Address:	rachel.levitt@alaska.gov
Date:	7/9/2010
Signature:	

APPENDIX A
SPECIAL CONDITIONS

NEW PROGRAM DEVELOPMENT AND PROGRAM EXPANSION GRANTEES:

The New Program Development and Program Expansion grants are two-part awards (based on available funding and successful progress of grant goals). Grantees that receive the first year of funding, either a New Program Development 1 (N1) or a Program Expansion 1 (E1) award will be eligible to take part in an abbreviated application process for a second year of funding. The award from this process will be designated as a New Program Development 2 (N2) or Program Expansion 2 (E2) grant type. Grantees that receive an award for a second year of funding will not be eligible to submit an abbreviated application in the year following the award but may apply for funding through the regular competitive National CASA grants process.

CASA programs will be limited to four years of consecutive funding including renewal grants for either Program Expansion Grants or a combination of Program Expansion and New Program Development Grants. If a program received two consecutive grants as reference above, that program would be ineligible to apply for Program Expansion funding for two years.

New Program Development and Program Expansion grantees are required to send one representative to the 2011 National CASA Conference with the expectation that the representative participate in workshops throughout the day over the course of the conference.

DIVERSITY IMPLEMENTATION GRANTEES:

Diversity Implementation Grant funds will be disbursed by check in two equal payments. The first payment will be made at the beginning of the grant period and the second payment will be processed half way through the grant period. Disbursements are processed upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period and second disbursements processed upon receipt of the semi-annual narrative report.

Diversity Implementation grantees are required to utilize the National CASA's Outreach Reporting Tool to track outreach activities and the Pre-Post Test to evaluate grant funded trainings on diversity and cultural competency. Completed tools must be submitted to National CASA along with the Final Narrative Report by July 31, 2011. Outreach and Training Tools are available to download at www.CASAforChildren.org/grants.

STATE ORGANIZATION GRANTEES:

State Organization Grant recipients are required to send the State Director to the 2011 National CASA Conference & State Director Meeting. Recipients are also required to administer a satisfaction survey in order to measure local programs feedback on state organization services and assistance and share the survey results with National CASA. A survey template will be provided by National CASA. Staff is required to attend a web training in July 2010 which will provide detailed information on survey distribution and data collection and reporting. The survey trainings will be in July, 2010. Grantees will be contacted with registration information.

Initials: 

(continued)

SUSTAINABILITY GRANTEES:

Grantees are required to acknowledge on all promotional material that funding for this category is made possible from the Department of Justice – Office of Juvenile Justice and Delinquency Prevention (OJJDP) and Jewelers for Children (JFC). Additionally, grantees are requested to work with National CASA to support and generate awareness for the Jewelers for Children (JFC) partnership at the local level. Logos and templates are available by contacting Corporate Relations Manager Kris Gonzales at National CASA kris@nationalcasa.org.

Grantees are not to approach JFC members for financial support or for grant related questions – JFC's role is to raise money from local jewelers and then award the funds to National CASA to sub grant to CASA programs. Please contact National CASA with any questions or feedback specific to this funder. Your support in following this protocol allows us to continue good relations with this national partner and in return continue to award local grants every year.

Initials: 

APPENDIX B

Financial Internal Controls Questionnaire

Please complete this list by checking each item either Yes, No or N/A. All No or N/A answers should be briefly explained in the margin. This document must be initialed at the bottom of each page by the Program Director and Board President and returned with the signed Terms and Conditions Agreement.

Cash Receipts

	Yes	No	N/A
1. Is the access to cash receipts records limited to those with a logical need for such access?	✓		
2. Is incoming mail opened by a person having no access to cash receipts or accounts receivable records?	✓		
3. Are checks restrictively endorsed "for deposit only" by the individual who opens the mail?	✓		
4. Are cash receipts prepared and contributions, gifts, or other remittance data and other support attached?	✓		
5. Are receipts (checks and currency) deposited intact on a weekly basis?	✓		
6. Do adequate physical controls (i.e. a safe on site) exist over cash receipts from time of mail opening until time of bank deposit?	✓		
7. When required by funding sources, are restricted funds deposited to separate bank accounts?	✓		

Cash Disbursements

8. Are employees with cash disbursements duties required to take vacations and are other employees required to perform those functions when an employee is absent?	✓		
9. Is access to cash disbursements records limited to those with a logical need for such access?	✓		
10. Are all disbursements (including payroll), except petty cash disbursements, made by check?	✓		
11. Check stocks-			
a. Are checks prenumbered and used in sequence?	✓		
b. Are controls over blank check stock adequate?	✓		
c. Is there a specified custodian for blank check stocks?	✓		
12. Check preparation-			
a. Are checks prepared by specified employees who are independent of voucher/invoice approval?	✓		
b. Are checks prepared from an original vendor invoice only and not from a vendor statement?	✓		

Executive Director Initials HT
 Board President Initials NA

c.	Is there a clearly defined approval process?	✓		
d.	Are all check numbers accounted for?	✓		
e.	Are voided/spoiled checks properly mutilated (signature portion removed) and retained?	✓		
f.	Are checks made payable to specified payees and never to cash or bearer?	✓		
g.	Does all supporting documentation accompany checks presented for signature?	✓		
h.	Do only persons authorized to prepare checks have access to blank checks?	✓		
13.	Check signing-			
a.	Are check signers authorized by the governing board?	✓		
b.	Are checks required to be countersigned (i.e. two signatures)?	✓		
c.	Have dollar limits been established for one-signature checks?	✓		
d.	Are authorized check signers independent of:			
1.	Voucher preparation and approval for payment?	✓		
2.	Check preparation, cash receiving, and petty cash?	✓		
e.	Is signing blank checks prohibited?	✓		

Reconciliation

14.	Are employees with bank reconciliation duties required to take vacations and are other employees required to perform those functions when an employee is absent?	✓		
15.	Are bank accounts reconciled within a timely specified period after the end of each month?	✓		
16.	Does a responsible individual (such as the executive director) receive the bank statements (with canceled checks, debit and credit advices, etc.) unopened from the banks?	✓		
17.	Do the reconciliation procedures for all bank accounts include the following with respect to deposits:			
a.	Comparison of dates and amounts of daily deposits as shown on the bank statements with the cash receipts journal?	✓		
b.	Investigation of bank transfers to determine that both sides of the transactions have been properly recorded on the books?	✓		
c.	Investigation of items rejected by the bank; for example, are deposits or collection items subsequently charged back by the bank because of insufficient funds, etc., investigated by a person independent of those responsible for receipt or recording of cash?	✓		
18.	Do the reconciliation procedures for all bank accounts include the following with respect to disbursements:			
a.	Comparison of canceled checks with the disbursement journal as to number, date, payee, and amount?	✓		

Executive Director Initials MDJ
Board President Initials WA

b.	Account for the sequence of check numbers?	✓		
c.	Examination of canceled checks for authorized signatures?	✓		
d.	Examination of canceled checks for irregular endorsements?	✓		
e.	Examination of canceled checks for alterations?	✓		
f.	Review of voided checks?	✓		
19.	Are completed bank reconciliations reviewed by a responsible official?	✓		
a.	Is the review documented by initialing and dating the reconciliation?	✓		
20.	Are checks outstanding for over 90 days periodically investigated?	✓		
a.	Is payment stopped and an entry made restoring such items to cash?	✓		

Petty Cash

21.	Are petty cash funds segregated from other cash?	✓		
22.	Is there a prohibition against petty cash disbursements over a specified amount?	✓		
23.	Custodian -	✓		
a.	Is the custodian independent of employees who handle receipts?	✓		
b.	Are the accounting records inaccessible to the custodian?	✓		
24.	Reimbursements -	✓		
a.	Is there an adequate review of the reimbursement vouchers before reimbursements are made?	✓		
b.	Are checks for reimbursement made out to the order of the custodian?	✓		
c.	Are reimbursement vouchers and attachments canceled at, or immediately following, the signing of the reimbursing check, so that they cannot be reused?	✓		
25.	Is the petty cash fund periodically counted by someone independent of the custodian?	✓		

Executive Director Initials WJH

Board President Initials n/a

APPENDIX C

This is an excerpt from the IRS tax code to help you determine when it is appropriate to hire a person as an independent contractor or an employee. Grantees are expected to review and adhere to all IRS regulations beyond this summary.

INDEPENDENT CONTRACTOR VS. EMPLOYEE

To determine whether a worker is an independent contractor or an employee, you must examine the relationship between the worker and the business. All evidence of control and independence in this relationship should be considered. The facts that provide this evidence fall into three categories—**Behavioral Control**, **Financial Control** and the **Type of Relationship** itself.

Behavioral Control covers facts that show whether the business has a right to direct and control how the work is done, through instructions, training or other means.

Financial Control covers facts that show whether the employer or business has a right to control the business aspects of the worker's job. This includes: The extent to which the worker has unreimbursed business expenses, the extent of the worker's investment in the business, the extent to which the worker makes services available to the relevant market, how the business pays the worker and the extent to which the worker can realize a profit or incur a loss.

Facts covered by Type of Relationship include: written contracts describing the relationship the parties intended to create; the extent to which the worker is available to perform services for other, similar businesses; whether the business provides the worker with employee-type benefits, such as insurance, a pension plan, vacation pay or sick pay; and the permanency of the relationship.

National CASA Association Policy:

To coincide with the Federal tax code, National CASA places the following requirements on hiring people in CASA programs with National CASA grant funds.

All individuals hired for programmatic positions must be employees, and the taxes and benefits for these positions must be paid with National CASA funds in equal proportion to the associated salary. Programmatic positions include Program Director, Receptionist/Office Assistant, Volunteer Coordinator/Supervisor/Recruiter, Community Outreach and others.

The use of contractors is allowable only for non-central or short term functions such as data entry, public relations, systems consultants or other project-specific work.

Independent service agreements whose daily rates exceed \$450 per day, or \$56 per hour, must be authorized in advance.

Initials: 

APPENDIX D

TRAVEL AND FEDERAL PER DIEM POLICY

All events that are supported partially or fully with these Federal funds that involve 30 or more participants must not exceed federal per diem rates for lodging costs.

- This policy affects grant sponsored training, seminars, workshops or any other gathering of 30 or more participants that requires lodging.
- If you do not have a written travel policy, you must follow the federal policy for all travel and per diem rates.
- The threshold is 30 participants in the conference, training, etc. It does not include speakers unless the speaker is also a participant.
- For meetings involving fewer than 30 participants, lodging costs must be reasonable and be in accordance with a written travel policy otherwise federal per diem lodging rates will apply.

Other travel requirements:

- Lodging bills must be itemized and a receipt for payment attached if applicable. These are to be remitted to the CASA program.
- All travelers must remit the passenger coupon for air transportation to the CASA program.
- The maximum federal reimbursement rate for mileage is the current IRS rate.

Please review the federal per diem website for a complete description of federal per diem policies (www.gsa.gov). See the Domestic Per Diem Rates on the Policy and Regulations tab.

Initials: 

RPL

02-11-0071

**NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION
2010 GRANT TERMS AND CONDITIONS AGREEMENT**

NAME AND ADDRESS OF GRANTOR:

The National Court Appointed Special Advocate Association (National CASA)
100 West Harrison Street, North Tower, Suite 500
Seattle, WA 98119

NAME AND ADDRESS OF GRANTEE:

~~Victim's CASA Program~~
900 West 5th Avenue, Suite 525
Anchorage, AK 99501

JUN 21 2010

GRANT TYPE: Tribal

GRANT CONTRACT NUMBER: ~~AK11321-09-0610-T~~

AMOUNT OF AWARD: ~~\$10,000~~

The funds awarded are federal funds from the Department of Justice – Office for Victims of Crime (OVC) (CFDA – 16.582).

DURATION: ~~June 1, 2010 – May 31, 2011~~, unless terminated earlier, pursuant to these terms and conditions.

FUNDING CONDITIONS

There are no funding conditions with this grant.

BUDGET INFORMATION:

Please be advised that your grant award may have been rounded up to the nearest five hundred dollars. The additional funds have been placed in the 'Other' category. You may submit a Grant Budget Adjustment Request via the Grantee Budget Information System (GBIS) to transfer these funds into another line item.

Budget Recorded in the Grantee Budget Information System (GBIS):

Personnel	\$30,240
Taxes and Benefits	\$0
Travel	\$7,250
Printing/Copying	\$10
Supplies	\$100
Equipment	\$0
Rent/Utilities	\$50
Other	\$2,350
Total	\$40,000

Initials: *AD*

1. GENERAL GRANTEE REQUIREMENTS

- A. Grantee must be a provisional or full program member of the National CASA Association prior to release of grant funds and throughout the duration of the grant period.
- B. Grantees will acknowledge affiliation with National CASA on all brochures, newsletters, news releases, stationery and annual reports produced during the grant period by including one of the following: the CASA logo, the words "A CASA Program" or the words "A Member of the National CASA Association."
- C. Grantees shall notify National CASA in writing if the director of the program or the person responsible for oversight of the grant resigns or is removed from their position or when the absence of this individual is expected to exceed a continuous period of one month. In such situations, adequate alternative plans for the conduct of grant activities must be made.
- D. Grantees are required to acquire and maintain the technological capacity to access the internet and communicate via email.
- E. If the grantee has applied for and received this grant as an organization exempt from federal income tax under IRS Section 501(c)(3), the grantee will immediately inform National CASA of any change in or challenge to that status.
- F. Grantees are required to use timesheets for grant funded positions.
- G. Grantees must establish and maintain a comprehensive plan for managing the risk to the program, its employees, volunteers and board members.
- H. Grantee is required to send to National CASA any audit findings or questioned costs from any (private or government) audit report.

2. REPORTING REQUIREMENTS

Type	Description	Due Dates
Expense Reports	Grantees must report their grant expenses to National CASA on a monthly basis using the Grantee Budget Information System (GBIS). A program number and password will be sent to you. Monthly expense reports must contain the actual expenditures as incurred for the reporting period.	07/15/10 08/15/10 09/15/10 10/15/10 11/15/10 12/15/10 01/15/11 02/15/11 03/15/11 04/15/11 05/15/11 06/15/11
Narrative Reports	A narrative report detailing the progress of grant activities is required of all grantees at six months into the grant cycle. A final narrative report is required at the end of the grant period and must detail the overall progress towards achievement of grant goals. Report forms are provided by National CASA prior to the reporting deadline.	12/31/2010 06/30/11
OJJDP Data Statistical Reports	Using the online reporting tool, OJJDP Reporting in CASAnet Private, the grantee must report the number of children served by the program, and the number of volunteers trained and assigned, on a quarterly basis. These dates may	10/18/10 01/17/11 04/29/11 07/18/11

Initials: 

	fluctuate slightly; the grantee is responsible for confirming actual due dates online. You will receive a reminder email one month prior to the due dates.	
Annual Program Survey	Using the online reporting tool, Annual Program Survey in CASAnet Private, the grantee must complete and submit the annual Program Survey distributed by National CASA.	01/31/10
Final Grant Evaluation	A Final Grant Evaluation is required of all grantees at the end of the grant period. Data is submitted using an online tool located on GBIS.	07/31/11

Failure to submit an accurate monthly expense report or semi-annual narrative report by the required due dates will be considered a violation of this agreement and may result in the withholding of grant payments until corrective action as specified by National CASA has been completed. Failure to meet corrective action conditions in a timely manner may result in suspension or termination of grant funds, and/or future funding..

3. DISBURSEMENT OF GRANT FUNDS

Grant funds will be disbursed on a monthly basis by Electronic Funds Transfer (EFT). EFT disbursements will be deposited on the first of the month beginning April 1, 2010 subject to the availability of funds. Grant payments will be made each month upon receipt and approval of monthly expense reports that contain the actual expenditures as incurred for the reporting period. Monthly grant payments will be made in the amount equal to one-twelfth of the total award. If the amount of your cash on hand (the amount of funds disbursed to the program minus the expenses reported to National CASA) is more than double your normal monthly disbursement, the next disbursement may not be processed until your program's spending increases; this will not necessarily affect your grant award amount.

Funds cannot be disbursed until National CASA receives this terms and conditions agreement signed by the Executive/Program Director and Board President/Program Administrator. Grant funds may be kept in an interest bearing account. However, interest earned in excess of \$250 per year must be remitted to the National CASA Association.

4. GRANT ADJUSTMENTS

Any budget adjustment over \$500 in any one grant category requires National CASA approval prior to incurring the expense. Grantees must explain the basis for the proposed adjustment in GBIS.

5. ACCOUNTING SYSTEM

Grantees must establish and maintain an adequate system of accounting and internal controls. An acceptable system is one that accounts for receipt of funds under each funding source and by category of expenditure; assures that expended funds are applied to the appropriate budget category; presents and classifies historical costs of the grant as required for budgetary and evaluation purposes; provides adequate cost controls to assure optimal use of grant funds; is integrated with a system of internal controls adequate to safeguard the funds and assets of the

Initials: 

program; meets the prescribed requirements for periodic financial reporting of operations and provides financial data for planning and evaluation of costs and budget projections.

Equipment and materials purchased with grant funds must be used by the grantee in the program or project activity for which it was acquired for as long as needed, whether or not the project or program continues to be supported by grant funds. Title to equipment acquired under the grant will vest in the grantee.

6. EXTENSIONS

Extensions to the grant period will not be permitted by National CASA except in rare circumstances. If a grantee believes that an extension is necessary, a written extension request must be submitted at least forty-five (45) days before the end of the grant period.

7. REPAYMENT OF FUNDS/FUTURE FUNDING

Grantees must repay funds for expenditures that are found to be unallowable. Upon completion of the grant period or termination of this grant for any reason, the grantee will repay to National CASA any remaining unexpended grant funds.

The grantee acknowledges that National CASA has made no actual or implied promise of funding except for the amounts specified by this agreement based on available funding. If any of the grant funds are returned or if the grant is rescinded, the grantee acknowledges that National CASA will have no further obligations to the grantee in connection with this grant as a result of such return or rescission.

8. NATIONAL CASA GRANT MONITORING POLICY

National CASA may conduct both desk audits and onsite visits to selected grantee programs to assess the progress of the CASA program in implementing the grant activities and to ensure that accurate financial records are being maintained and that adequate controls are in place. When notified that the program is being scheduled for monitoring, the grantee agrees to cooperate by making the requested personnel and documentation available. When the monitoring is complete, a report will be issued to the director and board president of the grantee program, the presiding juvenile court judge and to the state organization if the grantee is a local program.

9. USE OF GRANT FUNDS

Staff positions funded by the grant may not serve on cases. The grantee may use the grant funds solely for approved project activities and in accordance with the approved project budget. The grantee is a recipient of grant funds from the National CASA Association under a Cooperative Agreement with the Department of Justice, Office for Victims of Crime (OVC) and subject to the applicable restrictions and provisions of this federal funding as described in the Catalogue of Federal Domestic Assistance (CFDA) 16.583. The grantee shall adhere to cost principles established by the Office of Management and Budget in Circular A-122 (whitehouse.gov/omb/circulars/a122/a122.html). The grantee shall comply with the attached policy on hiring contractors (Appendix B) and the attached travel policy as required by Federal Per Diem regulations (Appendix C).

Initials: *AF*

10. LOBBYING & POLITICAL ACTIVITIES

Grant funds shall not be used to conduct activities directed at legislative or executive agencies, or to influence, directly or indirectly, legislation, executive orders or similar promulgations by federal, state or local agencies. No grantee shall contribute or make available grant funds, personnel or equipment to any political party or association, or the campaign of any candidate for public or party office.

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement.

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobby Activities," in accordance with its instructions (www.whitehouse.gov/omb/grants/grants_forms.aspx).

More information regarding lobbying and grant restrictions can be found in the Office of Justice Programs, Financial Guide 2008, Part III - Chapter 16: Unallowable Costs (www.ojp.usdoj.gov/financialguide). National CASA grantees must adhere to these restrictions.

11. FUNDRAISING

Grant funds shall not be used for costs of organized fundraising including financial campaigns, endowment drives, gift solicitation and similar expenses incurred to raise capital or obtain contributions.

12. CONFLICT OF INTEREST

No official, board member, volunteer or employee of a grantee organization shall participate personally through decisions, approval, disapproval, contract or other particular matter in which award funds are used, where his/her immediate family has a financial or personal interest. Any official, board member, volunteer or employee of a grantee shall avoid any action which might result in or create the appearance of using an official position for private gain or affecting adversely the confidence of the public in the integrity of the CASA program or National CASA.

13. NONDISCRIMINATION

Neither the grantee nor any party with whom the grantee enters into a subcontract shall discriminate on the basis of race, color, sex, religion, nationality, marital status, sexual orientation, age or disability in the employment or application for employment or in the administration or delivery of services under this grant. The grantee shall comply fully with all applicable federal, state and local laws, ordinances, executive orders and regulations that prohibit such discrimination. Failure to comply shall be grounds for termination of the grant.

Initials: 

14. DEBARMENT OR SUSPENSION

The grantee assures that neither the program nor any of its principals are presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of federal benefits by a state or federal court or voluntarily excluded from covered transactions by any federal department or agency.

15. AUDIT REQUIREMENTS

Grantees may be subject to audit requirements as set forth by the Federal Government under Office of Management and Budget (OMB) Circular A-133 (whitehouse.gov/omb/circulars/a133/a133.html). Under these requirements, organizations expending \$500,000 or more in federal financial assistance in any fiscal year are required to conduct an A-133 Single Audit in accordance with Generally Accepted Accounting Principles (GAAP) for that fiscal year.

Grantees with audit findings are required to provide National CASA with a written corrective action plan for addressing any unresolved audit findings from the prior year end, as well as addressing any current findings. The plan should provide the name of the contact person responsible for the corrections and the projected completion date. Failure of the grantee organization to resolve audit questions may result in suspension or termination of grant funds.

16. CONSEQUENCES OF NON-COMPLIANCE WITH TERMS AND CONDITIONS AGREEMENT

In the case of any violation of the terms and conditions of the grant, or in the event of the loss of federal funds from which this grant is made, the National CASA Association reserves the right in its absolute discretion to terminate the grant. If the termination results from acts or omissions of the grantee, including but not limited to misappropriation, nonperformance of required activities, or fiscal mismanagement, the grantee shall return to National CASA immediately any funds, whether misappropriated or unexpended, which have been paid to the grantee by National

CASA. National CASA will review both the quality of the work completed and progress toward achieving the goals of the grant. If at any time National CASA determines the grantee is incapable of satisfactorily completing the work of the grant, National CASA may, at its discretion, declare the grant terminated. The determination as to the quality of work being performed, the progress being made toward the goals of the grant and the grantee's ability to satisfactorily complete the work of the grant will be final and will be binding and conclusive.

17. APPLICABLE LAW

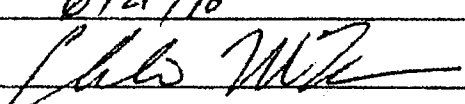
The grantee will operate in accordance with all applicable federal, state and local laws and ordinances. This agreement shall be interpreted in accordance with the laws of the State of Washington.

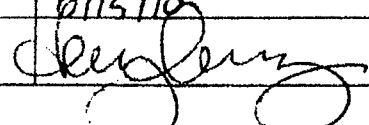


Initials: CLZ

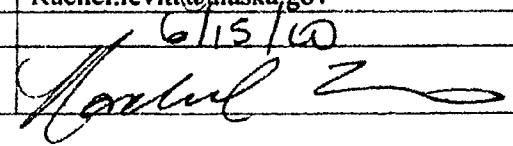
THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION 2010 GRANT TERMS AND CONDITIONS

The Executive Director of organization and Board President or Administrator (if applicable) must sign the Terms and Conditions Agreement for the grant. If the CASA program operates underneath an umbrella program, the Executive Director of the umbrella program must sign the agreement. This agreement must be returned to the following address no later than **Friday, April 30, 2010**: National CASA Grants Program, 100 West Harrison Street, North Tower, Suite 500, Seattle, WA 98119.

GRANTOR:	The National CASA Association
CFO / Controller:	Tom Dunn / Charlie McNamara
Mailing Address:	100 W. Harrison, North Tower, #500
City, State and Zip:	Seattle, WA 98119
Phone Number:	800.628.3233
Date:	6/21/10
Signature:	

GRANTEE:	YK Delta CASA Program
CASA/GAL Program:	
Umbrella Organization (if applicable):	
National CASA Program Number:	11331
Mailing Address:	900 West 5 th Avenue, Suite 525
City, State and Zip:	Anchorage, Alaska 99501
Phone Number:	907-269-3500
Email Address:	Alaska-casa@alaska.gov
Executive Director: Rural Coordinator:	Jenny Murray
Date:	6/15/10
Signature:	

***Must provide an address and phone number that is different from the program information listed above**

Board President/Administrator:	Rachel Levitt
Title:	Director, Office of Public Advocacy
*Mailing Address:	900 W. 5 th Ave. Suite 525
*City, State and Zip:	Anchorage, AK 99501
*Phone Number:	907-269-3500
*Email Address:	Rachel.levitt@alaska.gov
Date:	6/15/10
Signature:	

APPENDIX A

Financial Internal Controls Questionnaire

Please complete this list by checking each item either Yes, No or N/A. All No or N/A answers should be briefly explained in the margin. This document must be initialed at the bottom of each page by the Program Director and Board President and returned with the signed Terms and Conditions Agreement.

Cash Receipts

	Yes	No	N/A
1. Is the access to cash receipts records limited to those with a logical need for such access?	X		
2. Is incoming mail opened by a person having no access to cash receipts or accounts receivable records?	X		
3. Are checks restrictively endorsed "for deposit only" by the individual who opens the mail?	X		
4. Are cash receipts prepared and contributions, gifts, or other remittance data and other support attached?	X		
5. Are receipts (checks and currency) deposited intact on a weekly basis?	X		
6. Do adequate physical controls (i.e. a safe on site) exist over cash receipts from time of mail opening until time of bank deposit?	X		
7. When required by funding sources, are restricted funds deposited to separate bank accounts?	X		

Cash Disbursements

8. Are employees with cash disbursements duties required to take vacations and are other employees required to perform those functions when an employee is absent?	X		
9. Is access to cash disbursements records limited to those with a logical need for such access?	X		
10. Are all disbursements (including payroll), except petty cash disbursements, made by check?	X		
11. Check stocks-	X		
a. Are checks prenumbered and used in sequence?	X		
b. Are controls over blank check stock adequate?	X		
c. Is there a specified custodian for blank check stocks?	X		
12. Check preparation-	X		
a. Are checks prepared by specified employees who are independent of voucher/invoice approval?	X		
b. Are checks prepared from an original vendor invoice only and not from a vendor statement?	X		

Executive Director Initials AKZ
 Board President Initials n/a

c.	Is there a clearly defined approval process?	X		
d.	Are all check numbers accounted for?	X		
e.	Are voided/spoiled checks properly mutilated (signature portion removed) and retained?	X		
f.	Are checks made payable to specified payees and never to cash or bearer?	X		
g.	Does all supporting documentation accompany checks presented for signature?	X		
h.	Do only persons authorized to prepare checks have access to blank checks?	X		
13.	Check signing-	X		
a.	Are check signers authorized by the governing board?	X		
b.	Are checks required to be countersigned (i.e. two signatures)?	X		
c.	Have dollar limits been established for one-signature checks?	X		
d.	Are authorized check signers independent of:	X		
1.	Voucher preparation and approval for payment?	X		
2.	Check preparation, cash receiving, and petty cash?	X		
e.	Is signing blank checks prohibited?	X		

Reconciliation

14.	Are employees with bank reconciliation duties required to take vacations and are other employees required to perform those functions when an employee is absent?	X		
15.	Are bank accounts reconciled within a timely specified period after the end of each month?	X		
16.	Does a responsible individual (such as the executive director) receive the bank statements (with canceled checks, debit and credit advices, etc.) unopened from the banks?	X		
17.	Do the reconciliation procedures for all bank accounts include the following with respect to deposits:	X		
a.	Comparison of dates and amounts of daily deposits as shown on the bank statements with the cash receipts journal?	X		
b.	Investigation of bank transfers to determine that both sides of the transactions have been properly recorded on the books?	X		
c.	Investigation of items rejected by the bank; for example, are deposits or collection items subsequently charged back by the bank because of insufficient funds, etc., investigated by a person independent of those responsible for receipt or recording of cash?	X		
18.	Do the reconciliation procedures for all bank accounts include the following with respect to disbursements:	X		
a.	Comparison of canceled checks with the disbursement journal as to number, date, payee, and amount?	X		

Executive Director Initials *MS*
Board President Initials *u/a*

b. Account for the sequence of check numbers?	X		
c. Examination of canceled checks for authorized signatures?	X		
d. Examination of canceled checks for irregular endorsements?	X		
e. Examination of canceled checks for alterations?	X		
f. Review of voided checks?	X		
19. Are completed bank reconciliations reviewed by a responsible official?	X		
a. Is the review documented by initialing and dating the reconciliation?	X		
20. Are checks outstanding for over 90 days periodically investigated?	X		
a. Is payment stopped and an entry made restoring such items to cash?			

Petty Cash

21. Are petty cash funds segregated from other cash?	X		
22. Is there a prohibition against petty cash disbursements over a specified amount?	X		
23. Custodian -	X		
a. Is the custodian independent of employees who handle receipts?	X		
b. Are the accounting records inaccessible to the custodian?	X		
24. Reimbursements -	X		
a. Is there an adequate review of the reimbursement vouchers before reimbursements are made?	X		
b. Are checks for reimbursement made out to the order of the custodian?	X		
c. Are reimbursement vouchers and attachments canceled at, or immediately following, the signing of the reimbursing check, so that they cannot be reused?	X		
25. Is the petty cash fund periodically counted by someone independent of the custodian?	X		

Executive Director Initials AF
Board President Initials n/a

APPENDIX B

THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION 2010 GRANT TERMS AND CONDITIONS

This is an excerpt from the IRS tax code to help you determine when it is appropriate to hire a person as an independent contractor or an employee. Grantees are expected to review and adhere to all IRS regulations beyond this summary.

INDEPENDENT CONTRACTOR VS. EMPLOYEE

To determine whether a worker is an independent contractor or an employee, you must examine the relationship between the worker and the business. All evidence of control and independence in this relationship should be considered. The facts that provide this evidence fall into three categories—**Behavioral Control, Financial Control and the Type of Relationship** itself.

Behavioral Control covers facts that show whether the business has a right to direct and control how the work is done, through instructions, training or other means.

Financial Control covers facts that show whether the employer or business has a right to control the business aspects of the worker's job. This includes: The extent to which the worker has unreimbursed business expenses, the extent of the worker's investment in the business, the extent to which the worker makes services available to the relevant market, how the business pays the worker and the extent to which the worker can realize a profit or incur a loss.

Facts covered by Type of Relationship include: written contracts describing the relationship the parties intended to create; the extent to which the worker is available to perform services for other, similar businesses; whether the business provides the worker with employee-type benefits, such as insurance, a pension plan, vacation pay or sick pay; and the permanency of the relationship.

National CASA Association Policy:

To coincide with the Federal tax code, National CASA places the following requirements on hiring people in CASA programs with National CASA grant funds.

All individuals hired for programmatic positions must be employees, and the taxes and benefits for these positions must be paid with National CASA funds in equal proportion to the associated salary. Programmatic positions include Program Director, Receptionist/Office Assistant, Volunteer Coordinator/Supervisor/Recruiter, Community Outreach and others.

The use of contractors is allowable only for non-central or short term functions such as data entry, public relations, systems consultants or other project-specific work.

Independent service agreements whose daily rates exceed \$450 per day, or \$56 per hour, must be authorized in advance.

Initials: CAZ

APPENDIX C

THE NATIONAL COURT APPOINTED SPECIAL ADVOCATE ASSOCIATION 2010 GRANT TERMS AND CONDITIONS

TRAVEL AND FEDERAL PER DIEM POLICY

All events that are supported partially or fully with these Federal funds that involve 30 or more participants must not exceed federal per diem rates for lodging costs.

- This policy affects grant sponsored training, seminars, workshops or any other gathering of 30 or more participants that requires lodging.
- If you do not have a written travel policy, you must follow the federal policy for all travel and per diem rates.
- The threshold is 30 participants in the conference, training, etc. It does not include speakers unless the speaker is also a participant.
- For meetings involving fewer than 30 participants, lodging costs must be reasonable and be in accordance with a written travel policy otherwise federal per diem lodging rates will apply.

Other travel requirements:

- Lodging bills must be itemized and a receipt for payment attached if applicable. These are to be remitted to the CASA program.
- All travelers must remit the passenger coupon for air transportation to the CASA program.
- The maximum federal reimbursement rate for mileage is the current IRS rate.

Please review the federal per diem website for a complete description of federal per diem policies (www.gsa.gov). See the Domestic Per Diem Rates on the Policy and Regulations tab.

Initials: 

Department of Education & Early Development
Division of Library, Archives & Museums
Library Operations

Subject of RPL: Broadband Technologies Opportunities Program (BTOP)	ADN/RPL #: 05-1-0186
Amount requested: \$6,060,378	Appropriation Authority: Sec 1, Ch 41, SLA 10, pg 13, ln 6
Funding source: ARRA Federal Receipts (\$5,351,378) and Statutory Designated Program Receipts (\$709,000) - Operating	Statutory Authority: AS 14.56.030

PURPOSE

The U.S. Department of Commerce, National Institute of Standards and Technology awarded \$5,351,378 to the Alaska State Library to create a broadband network which will link Alaskans and their communities to each other and the rest of the world through a statewide network of public computer centers located in 104 Alaska public libraries.

The primary purposes of the Alaska Online With Libraries project are to allow Alaska public libraries to serve as common information exchange points between citizens and civic organizations; to extend opportunities for online education and job training; and to deliver social services. Many Alaskans are far from services and vocational and higher education institutions, and such organizations are eager to reach these Alaskans in the most efficient, cost effective way possible.

Alaska OWL will establish a video/web-conferencing network using broadband internet, and include technical support and training for users. Additionally, it will also establish a broadband buying consortium sustained by a joint E-Rate application. The network will operate through Alaska's public libraries for the benefit of approximately 99% of Alaska's citizens.

Improvement of library services, including access to the resources available through the internet, is a major part of the mission of the Alaska State Library. Using Alaska Online With Libraries connectivity, library users in many remote areas will be able to learn about and experience broadband and video conferencing firsthand. The network will be a pathway for Alaska State Library partners to offer job and public safety training, social services, distance education, and heritage preservation, and for local communities to share local knowledge and expertise throughout the state. Furthermore, Alaskans will be better able to access e-government services and information (PFD applications, IRS filing information, Job Center, WorkPlace Alaska, etc).

This project will collaborate with a parallel U.S. Department of Commerce grant awarded to the University of Alaska that will provide widespread training in broadband resources.

Legislative Fiscal Analyst Comment: The overall project pertains to sustainable broadband adoption throughout Alaska. Although the Department of Education and Early Development presents an independent project, it also relates to the University of Alaska LB&A request (RPL #45-1-1102) for \$4.8 million (ARRA – CAPITAL). The overall concept involves 21 different entities throughout Alaska.

Agency Contact: Linda Thibodeau, (907) 465-2911

Legislative Finance Contact: Danith Watts, (907) 465-5435

Approval of this request will allow the Alaska State Library to accept the \$5,351,378 federal funding, as well as the accompanying match funding of \$1,650,000 from the Bill and Melinda Gates Foundation and \$250,000 from the Rasmuson Foundation. The Alaska State Library will also support the project with \$250,000 from a state grant fund, the Interlibrary Cooperation Grant, and with in-kind match.

PREVIOUS LEGISLATIVE CONSIDERATION

This grant award has not yet been considered by Finance committees. The grant application was submitted March 14, 2010, and was awarded September 13, 2010. The timing precluded this request from being considered by Finance committees regarding the current year's budget, or from being considered at the September 17, 2010 LB&A meeting.

The grant award acceptance was signed September 28, 2010. Funds became available October 1, 2010, but funds have not yet been spent. The grant is for three years and follows the federal fiscal cycle. Delay or disapproval will forfeit the entire grant amount, plus the matching funds promised by other contributors. As a result, the Alaska connectivity network will not be established.

BUDGETARY ISSUES

The Alaska State Library's mission includes providing resources and technical support to public libraries to supplement and improve library services. The Alaska Online With Libraries project will assist participating Alaskan public libraries in improving communication for their users. Video and/or web conferencing hardware and software will be provided, in addition to assistance with paying broadband charges and with establishing a consortium of purchasing power for sustainability of the program. The line item distribution of the proposed project expenditures is as follows:

Expenditure Account	Federal Receipts	Non-Federal / State Match	Totals
Personal Services	\$1,246,702	\$1,104,204	\$2,350,906
Travel	\$53,805	\$21,194	\$74,999
Contractual	\$1,908,903	\$913,105	\$2,822,008
Supply	\$43,044	\$16,956	\$60,000
Equipment	\$2,098,924	\$826,802	\$2,925,726
Totals	\$5,351,378	\$2,882,261	\$8,233,639

The match for this federal grant derives from several sources. In-kind of \$119,155 is contributed by the consulting firm, CSMG, who received a grant from the Gates Foundation for this purpose. Additional in-kind of \$613,106 is attributable to ongoing Library Operations (GF-funded staff time) over the course of the 3-year grant; while Interlibrary Cooperation Grant funding (funded through GF in Library Operations and made available annually for the benefit of libraries) will be applied towards this project during FY11 and FY12 only. The \$250,000 Rasmuson Foundation contribution will be awarded over three years: \$84,000 in FY11, \$84,000 in FY12, and \$82,000 in FY13. The \$1,650,000 Gates Foundation contribution will be awarded over a two year period: \$825,000 in FY11 and \$825,000 in FY12. The Library Operations component has existing SDPR authority of \$200,000, which leaves a total of \$709,000 in additional SDPR authority needed in FY11 and FY12. This needed SDPR authority is requested in this RPL along with the full grant amount of \$5,351,378 Federal Funds, which were authorized under P.L. 115-5, Section 6001 (American Recovery and Reinvestment Act). The current unobligated federal authorization balance of

Agency Contact: Linda Thibodeau, (907) 465-2911

Legislative Finance Contact: Danith Watts, (907) 465-5435

approximately \$53,000 in Library Operations is insufficient to fully receive this grant plus allow for any increase in the annual Library Services and Technology Act (LSTA) grant in the coming year.

An increase to Statutory Designated Program Receipt (SDPR) authority will be requested in FY12, in order to fully realize available match funds. However, further increases to SDPR authority are not likely needed beyond FY12. The Alaska Online With Libraries project sustainability plan establishes an ongoing E-Rate consortium to help pay the libraries' bandwidth costs. No general funds will be required to maintain the program.

Four new long-term, non-permanent Anchorage positions to support the project for the duration of the federal grant will be requested in FY12 and include: network manager, administrative assistant, compliance officer, and bookkeeper. Local libraries will also receive funding for a total of sixty-five part-time positions that will provide technical support for computers or satellite dishes and onsite training for library patrons who wish to use the videoconferencing resources. These part-time positions will not be state employees.

***Legislative Fiscal Analyst Comment:* This RPL requests approval to spend stimulus funds received through a competitive process; no stimulus funds will be diverted from other Alaska projects and no general funds are required. With the approval of this RPL, the Library Operations allocation within the Alaska Library and Museums appropriation will increase Statutory Designated Program Receipt authority from \$200.0 up to \$909.0 for FY11. The federal receipts in this request will be coded as 1212 Stimulus09, the code for federal receipts associated with the economic stimulus package adopted by Congress in February 2009.**

Funding and positions needed for continuation of this 3-year grant proposal will be addressed in subsequent budget proposals to the Legislature for FY12 and FY13.

BTOP Budget Information
ARRA CFDA# 11.557

Federal Receipts	Non-Federal / State Match	Total
\$ 5,351,378.00	\$ 2,882,261.00	\$ 8,233,639.00

Breakdown of Non-Federal / State Match

Amount	Fund Source	Entity Supplying Match
\$ 1,650,000.00	Statutory Designated Program Receipts	Bill & Melinda Gates Foundation grant
\$ 119,155.00	In-kind contribution	Match provided by CSMG, who was in-turn issued a grant from the Gates Foundation for this purpose
\$ 250,000.00	Statutory Designated Program Receipts	Rasmuson Foundation grant
\$ 250,000.00	General Funds	Interlibrary Cooperation grant program administered by the Alaska State Library
\$ 613,106.00	General Funds	In-kind match for grant preparation & in-kind match during the life of grant (3 years)
\$ 2,882,261.00	Total All State Match Fund Sources	

Budget Allocations by Expenditure Account

Account	Federal Receipts	Non-Federal / State Match	Totals
Personal Services	\$ 1,246,702.45	\$ 1,104,203.55	\$ 2,350,906.00
Travel	\$ 53,804.49	\$ 21,194.51	\$ 74,999.00
Contractual	\$ 1,908,903.10	\$ 913,104.90	\$ 2,822,008.00
Supply	\$ 43,044.16	\$ 16,955.84	\$ 60,000.00
Equipment	\$ 2,098,923.80	\$ 826,802.20	\$ 2,925,726.00
Totals	\$ 5,351,378.00	\$ 2,882,261.00	\$ 8,233,639.00

Grant Funded Positions - Long Term / Non-Permanent *

1 Full-Time	Network Manager
1 Full-Time	Administrative Assistant
1 Full-Time	Compliance Officer
1 Full-Time	Bookkeeper
4 Full-Time	Total

**All 4 LT-NP positions will be terminated after 3-year grant period*

Department of Natural Resources
Component: Information Resource Management

Subject of RPL: Continuation of Cadastral Survey Grant	ADN/RPL #: 10-1-5031
Amount requested: \$300,000	Appropriation Authority: Ch 30, SLA 07, Sec 4, Pg 97, Ln 25
Funding source: Federal Receipts, Capital	Statutory Authority: AS 37.25.020

PURPOSE

The requested federal receipt authority will allow Information Resource Management (IRM) to accept \$300,000 of unanticipated federal money. The Alaska Cadastral project will provide, build, and support a state-hosted, consolidated dataset of Alaska land status and ownership information from federal, state, city and borough sources. This single authoritative source for information will enable more efficient resource utilization and authorization decision making by eliminating the need to check multiple locations or use multiple systems.

PREVIOUS LEGISLATIVE CONSIDERATION

Appropriation Citation	AR number	Source	Amount
RPL #10-3-4040	operating	Federal	\$600,000
SLA 03, Ch 82, Sec 1, Pg 30, Ln 25	AR 40552	Federal	\$518,700
SLA 04, Ch 159, Sec 1, Pg 29, Ln 7	AR 40595	Federal	\$400,000
SLA 05, Ch 3, Sec 1, Pg 59, Ln 28	AR 40639	Federal	\$200,000
SLA 07, Ch 30, Sec 4, Pg 97, Ln 25	AR 40764	Federal	\$250,000
Total			\$1,968,700

Legislative Fiscal Analyst Comment: Funding to date has been utilized for the creation and development of the Alaska State Geospatial Data Clearinghouse (<http://www.asgdc.alaska.gov>). This database has become the aforementioned "single authoritative source" for Geospatial information in the state. This \$300,000 will allow for continued expansion efforts in the collection and presentation of land status data.

TIMING ISSUES

The Bureau of Land Management (BLM) has signed and processed Amendment #3 in the amount of \$300,000 for Cooperative Agreement #L08AC13054 on 9/21/2010. The funds are in-hand and were available on 9/21/2010. The funds will lapse on 2/24/2013. IRM requires authorization in the FY2011 budget in order to accept this funding. If this funding is not approved or is delayed, the division will be unable to complete the project work that BLM has requested. IRM wishes to begin work in FY11.

BUDGETARY ISSUES

This funding is unanticipated federal money and is not included in the FY2011 budget. There is no excess receipt authority that is able to be utilized to receive the additional funds.

No State general funds will be used and a match is not required. This funding will not replace existing general funds as there are no general funds associated with funding the Cadastral Survey project. The funding will be used for existing IRM positions that typically work on special

Agency Contact: Jean Davis, 465-2422
Legislative Finance Contact: Rob Carpenter, 465-5413

projects. Work on both the existing project and the additional project is expected to be completed in 2013.

The line item distribution of the proposed expenditure is listed below:

Personal Services = \$261,401

Travel = \$3,000

Supplies = \$3,000

Contractual = \$7,000

Indirect Charges = \$25,599

Legislative Fiscal Analyst Comment: The \$261,401 in the Personal Service Line will utilized to coordinate with various stakeholders in data collection, data transformation, dataset/ map layer creation and ASGDC site updates.

A copy of Amendment #1 for Cooperative Agreement #L08AC13054 is attached.

Grant and Cooperative Agreement

CHOOSE ONE:

☒ COOPERATIVE AGREEMENT

☐ GRANT

 CHOOSE ONE: ☐ EDUCATION ☐ FACILITIES ☐ RESEARCH ☐ SDCR ☐ TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER L08AC13054		2. SUPPLEMENT NUMBER 0001		3. EFFECTIVE DATE 09/21/2010		4. COMPLETION DATE	
5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) NATURAL RESOURCES, ALASKA DEPARTMENT OF Attn: UNKNOWN 400 WILLOUGHBY AVE. STE 500 JUNEAU				6. ISSUED BY BLM AK-STATE OFC BUS&FISC BR (AK952) Mailing Address: 222 W 7TH AVENUE, #13 ANCHORAGE AK 99513			
7. TAXPAYER IDENTIFICATION NO. (TIN)				9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) FRANK WALLIS, GIS MANAGER 907-269-8847			
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO.							
10. RESEARCH, PROJECT OR PROGRAM TITLE Shared Cadastral Information System							
11. PURPOSE Share integrated land parcel information							
12. PERIOD OF PERFORMANCE (Approximately) 02/25/2008 through 02/24/2013							
13A.		AWARD HISTORY		13B.		FUNDING HISTORY	
PREVIOUS		\$345,933.63		PREVIOUS		\$345,933.63	
THIS ACTION		\$300,000.00		THIS ACTION		\$300,000.00	
CASH SHARE		\$0.00		TOTAL		\$645,933.63	
NON-CASH SHARE		\$0.00					
RECIPIENT SHARE		\$0.00					
TOTAL		\$645,933.63					
14. ACCOUNTING AND APPROPRIATION DATA 01							
PURCHASE REQUEST NO.		JOB ORDER NO.		AMOUNT		STATUS	
0010036441							
15. POINTS OF CONTACT							
	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS			
TECHNICAL OFFICER							
NEGOTIATOR							
ADMINISTRATOR							
PAYMENTS							
16. THIS AWARD IS MADE UNDER THE AUTHORITY OF: Alaska National Interest Lands Conservation Act (ANILCA)							
17. APPLICABLE STATEMENT(S), IF CHECKED: <input checked="" type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT				18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input type="checkbox"/> PROVISIONS <input type="checkbox"/> SPECIAL CONDITIONS <input type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS			
UNITED STATES OF AMERICA				COOPERATIVE AGREEMENT RECIPIENT			
CONTRACTING/GRANT OFFICER Sande Smith		DATE 9/21/10		AUTHORIZED REPRESENTATIVE		DATE	

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00030	<p>CFDA Number: 15.224 DUNS Number: 133688809+0000 L08AC13054 Legacy Doc #: LAA080002 Delivery Location Code: 0004276153 BLM-AK ALASKA STATE OFFICE* 222 W. 7TH AVE. #13 ANCHORAGE AK 99513-7599 US</p> <p>Account Assignment: K G/L Account: 6100.411C0 Business Area: L000 Commitment Item: 411C00 Cost Center: LLA920000 Functional Area: L14100000.BL0000 Fund: XXXL1109AF Fund Center: LLA920000 Project/WBS: LXSIWCAD0000 Asset Sub Number: 0000 PR Acct Assign Line: 01 Period of Performance: 02/25/2008 to 02/24/2013</p> <p>GIS AGREEMENT Obligated Amount: \$300,000.00</p> <p>AMENDMENT #0003 ADDITIONAL FUNDING FOR CONTINUATION OF GIS PROJECT</p>				300,000.00



United States Department of
the Interior

BUREAU OF LAND MANAGEMENT
222 West 7th Avenue, #13
Anchorage, Alaska 99513
<http://www.ak.blm.gov>



L08AC13054
Legacy # (LAA080002)
Grant# 38116

September 21, 2010

State of Alaska
Dept. of Natural Resources
550 W. 7th Avenue, Suite 706
Anchorage, AK 99501

Dear Mr. Wallis,

Enclosed is Amendment #001 to grant L08AC13054 for additional funding in the amount of \$300,000.00 for continuation of the Shared Cadastral Information System. The DNR Grant# is 38116. BLM no longer requires a signature on this document; this copy is for your files. Please reference **L08AC13054 (legacy #LAA 08 0002)** on all correspondence.

Please note the reporting frequency for the Federal Financial Reports, SF 425 was changed in Amendment #0001, LAA 08 0002 to quarterly. Please correct your records. Performance/Progress reports are due annually.

If you have any concerns or questions, please contact me at 271-5193 or email me at s2smith@blm.gov.

Sincerely,

Sandee Smith
Grants Management Officer

Enclosures (1)
L08AC13054, Amend 001

Application for Federal Assistance SF-424

Version 02

*1. Type of Submission <input type="checkbox"/> Preapplication <input checked="" type="checkbox"/> Application <input type="checkbox"/> Changed/Corrected Application		*2. Type of Application <input type="checkbox"/> New <input checked="" type="checkbox"/> Continuation <input type="checkbox"/> Revision		*If Revision, select appropriate letter(s): * Other (Specify)	
*3. Date Received: 9/21/2010		4. Application Identifier:			
5a. Federal Entity Identifier:			*5b. Federal Award Identifier: L08AC13054		
State Use Only:					
6. Date Received by State:			7. State Application Identifier:		
8. APPLICANT INFORMATION:					
* a. Legal Name: State of Alaska - Department of Natural Resources					
* b. Employer/Taxpayer Identification Number (EIN/TIN): 92-6001185			*c. Organizational DUNS: 133688809		
d. Address:					
*Street1: 550 W. 7th Avenue, Suite 706 Street 2: *City: Anchorage County: *State: Alaska Province: Country:					
*Zip/ Postal Code: 99501					
e. Organizational Unit:					
Department Name: Natural Resources			Division Name: Support Services, IRM		
f. Name and contact information of person to be contacted on matters involving this application:					
Prefix: Mr. First Name: Francis Middle Name: *Last Name: Wallis Suffix:					
Title: GIS Programming Unit Manager					
Organizational Affiliation:					
*Telephone Number: 907-269-8847			Fax Number: 907-269-8920		
*Email: frank.wallis@alaska.gov					

Application for Federal Assistance SF-424

Version 02

9. Type of Applicant 1: Select Applicant Type: **A. State Government**

Type of Applicant 2: Select Applicant Type:

- Select One -

Type of Applicant 3: Select Applicant Type:

- Select One -

*Other (specify):

*10. Name of Federal Agency:

Bureau of Land Management

11. Catalog of Federal Domestic Assistance Number:

15.224

CFDA Title:

Cultural Resource Management

*12. Funding Opportunity Number:

*Title:

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

State of Alaska - Statewide

*15. Descriptive Title of Applicant's Project:

Shared Cadastral Information System

Attach supporting documents as specified in agency instructions.

Application for Federal Assistance SF-424

Version 02

16. Congressional Districts Of:

*a. Applicant
AK-001

*b. Program/Project:
AK-001

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:

*a. Start Date: 2/25/2008

*b. End Date: 2/24/2013

18. Estimated Funding (\$):

*a. Federal \$300,000.00

*b. Applicant

*c. State

*d. Local

*e. Other

*f. Program Income

*g. TOTAL \$300,000.00

*19. Is Application Subject to Review By State Under Executive Order 12372 Process?

- ☐ a. This application was made available to the State under the Executive Order 12372 Process for review on
- ☒ b. Program is subject to E.O. 12372 but has not been selected by the State for review.
- ☐ c. Program is not covered by E.O. 12372

*20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)

☐ Yes ☒ No

21. *By signing this application, I certify (1) to the statements contained in the list of certifications** and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)

☒ **I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: Mr. *First Name: Francis

Middle Name:

*Last Name: Wallis

Suffix:

*Title: GIS Programming Unit Manager

*Telephone Number: 907-269-8847

Fax Number: 907-269-8920

*Email: frank.wallis@alaska.gov

*Signature of Authorized Representative: *Melissa A. Richie*
Melissa A. Richie
for Frank Wallis

Date Signed: 9/21/2010

Application for Federal Assistance SF-424

Version 02

*Applicant Federal Debt Delinquency Explanation

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

BUDGET INFORMATION - Non-Construction Programs

OMB Approval No. 0348-0044

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. Cadastral Grant	15.224	\$	\$	\$ 300,000.00	\$	\$ 300,000.00
2.						0.00
3.						0.00
4.						0.00
5. Totals		\$ 0.00	\$ 0.00	\$ 300,000.00	\$ 0.00	\$ 300,000.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY					
	(1)	(2)	(3)	Total (5)		
	Cadastral Grant					
a. Personnel	\$	\$	\$ 169,911.00	\$	\$	\$ 169,911.00
b. Fringe Benefits			91,490.00			91,490.00
c. Travel			3,000.00			3,000.00
d. Equipment						0.00
e. Supplies			3,000.00			3,000.00
f. Contractual			7,000.00			7,000.00
g. Construction						0.00
h. Other						0.00
i. Total Direct Charges (sum of 6a-6h)	0.00	0.00	274,401.00	0.00		274,401.00
j. Indirect Charges			25,599.00			25,599.00
k. TOTALS (sum of 6i and 6j)	\$ 0.00	\$ 0.00	\$ 300,000.00	\$ 0.00	\$	\$ 300,000.00
7. Program Income	\$	\$	\$	\$	\$	0.00

Authorized for Local Reproduction

SECTION C - NON-FEDERAL RESOURCES					
(a) Grant Program	(b) Applicant	(c) State	(d) Other Sources	(e) TOTALS	
8. Cadastral Grant	\$	\$	\$	\$	0.00
9.					0.00
10.					0.00
11.					0.00
12. TOTAL (sum of lines 8-11)				\$ 0.00	0.00
SECTION D - FORECASTED CASH NEEDS					
13. Federal	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
	\$ 0.00	\$	\$	\$	\$
14. Non-Federal	0.00				
15. TOTAL (sum of lines 13 and 14)		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT					
(a) Grant Program	FUTURE FUNDING PERIODS (Years)				
	(b) First	(c) Second	(d) Third	(e) Fourth	
16.Cadastral Grant	\$	\$	\$	\$	
17.					
18.					
19.					
20. TOTAL (sum of lines 16-19)		\$ 0.00	\$ 0.00	\$ 0.00	\$ 0.00
SECTION F - OTHER BUDGET INFORMATION					
21. Direct Charges:		22. Indirect Charges:			
23. Remarks:					



LAWS OF ALASKA

2007

Source

HCS CSSB 53(FIN) am H

Chapter No.

AN ACT

Making and amending appropriations, including capital appropriations, supplemental appropriations, and appropriations to capitalize funds; ratifying certain expenditures; and providing for an effective date.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF ALASKA:

THE ACT FOLLOWS ON PAGE 1

		Appropriation	General	Other
		Allocations	Items	Funds
1				
2				
3	Military Youth Academy	1,000,000	1,000,000	
4	Deferred Maintenance,			
5	Renewal and Replacement (HD			
6	17-32)			
7	National Guard Counterdrug	100,000		100,000
8	Support Program (HD 1-40)			
9	State Homeland Security	9,500,000		9,500,000
10	Grant Program (HD 1-40)			
11	*****		*****	
12	***** Department of Natural Resources *****			
13	*****		*****	
14	Abandoned Mine Lands	3,525,000		3,525,000
15	Reclamation Federal Program			
16	(HD 1-40)			
17	Airborne Geophysical and	850,000	850,000	
18	Geological Mineral			
19	Inventory (HD 1-40)			
20	AK Coastal Management	1,360,000		1,360,000
21	Federal Pass Through Grants			
22	(HD 1-40)			
23	Alaska Boating Safety	1,200,000		1,200,000
24	Program (HD 1-40)			
25	Alaska Cadastral Project	250,000		250,000
26	(HD 1-40)			
27	Alaska Energy Inventory (HD	500,000	500,000	
28	1-40)			
29	BLM 2009 - State Support	300,000	300,000	
30	for Public Access Issues			
31	(HD 1-40)			
32	Chugach State Park: Survey	250,000	250,000	
33	the Park Boundary (HD 17-32)			

University of Alaska

Subject of RPL: Combined request for ARRA Funding	ADN/RPL #: 45-1-1102
Amount Requested: \$4,842,399	Appropriation Authority: Sec. 4, Ch. 17, SLA 2009, Page 9, Lines 12-16
Funding Source: Federal Stimulus: ARRA 2009 – Capital	Statutory Authority: AS 14.40.40

PURPOSE

The requested federal stimulus receipt authority will allow the University of Alaska to accept the following awards:

UAA-HRSA: Equipment to Enhance Training for Health Professionals: Nursing Workforce Diversity in the amount of \$297,853 for the budget period 9/01/2010 through 8/31/2011, award D76HP20533-01-00.

UAF-U.S. Dept. of Commerce: Bridging the e-skills Gap in Alaska in the amount of \$4,544,546 for the budget period 9/01/2010 through 8/31/2013, award 02-43-B10566.

Legislative Fiscal Analyst Comment: This project pertains to sustainable broadband adoption throughout Alaska. Although it is an independent request, it also relates to the Department of Education & Early Development Library Operations LB&A request (RPL #05-1-0186) for \$6.1 million (of which \$5.4 million is ARRA Federal Receipts). According to the backup, “this project to Bridge the e-Skills Gap in Alaska is an innovative proposal by a powerful multi-sector group of partners (21 different entities) from the education, health care, early childhood, social services, government, and public safety sectors to create a strategic coordinated framework to promote technology literacy and training to vulnerable and hard to reach populations in rural Alaska. This project has four primary goals as follows:

- To create digital literacy among Alaskans;
- To stimulate job creation;
- To encourage technology use among underserved audiences across Alaska; and
- To create a statewide Multi-Sector Digital Inclusion Council, operating under the Alaska Distance Education Consortium housed at the University of Alaska.

PREVIOUS LEGISLATIVE CONSIDERATION

These are multi-year federal award received after September 17, 2010 and have not been requested as part of the University’s budget.

TIMING ISSUES

On February 17, 2009, President Obama signed into law the American Recovery and Reinvestment Act of 2009, which authorized short-term federal spending, designed to stimulate the American economy. Federal stimulus receipt authority was not included in the FY10 budget because ARRA funding was not available for application until February 17, 2009.

Agency Contact: Michelle Rizk, (907) 450-8187

Legislative Finance Contact: Danith Watts, (907) 465-5435

BUDGETARY ISSUES

These projects are directly aligned with the University of Alaska's long term plans and mission for the University of Alaska Fairbanks: "The University of Alaska Fairbanks, the nation's northernmost Land, Sea and Space Grant University and international research center, advances and disseminates knowledge through teaching, research and public service with an emphasis on Alaska, the circumpolar North and their diverse peoples. UAF – America's Arctic University – promotes academic excellence, student success and lifelong learning" and the University of Alaska Anchorage: "The mission of the University of Alaska Anchorage is to discover and disseminate knowledge through teaching, research, engagement, and creative expression,"

No State General Funds will be used. The federal stimulus funds will be expended during the period FY11 through FY14. This request adds an additional \$4,842,399 to the University's existing federal economic stimulus authority for competitive, discretionary, and incentive grants capital project appropriation contained within Sec. 4, Ch. 17, SLA 2009.

A copy of the award documents are attached.

Legislative Fiscal Analyst Comment: This RPL requests approval to spend additional stimulus funds received through a competitive process; no stimulus funds will be diverted from other Alaska projects and no general funds are required. As of September 17, 2010, the University of Alaska has been awarded and the Legislative Budget & Audit Committee has approved 67 grants totaling \$192.6 million in stimulus funds for capital, plus \$5.2 million for operating related to Federal College Work Study and Federal Pell Grants. There are also 35 proposals pending (totaling \$55.7 million) for federal ARRA funds.

1. DATE ISSUED: 09/01/2010		2. PROGRAM CFDA: 93.411		DEPARTMENT OF HEALTH AND HUMAN SERVICES HEALTH RESOURCES AND SERVICES ADMINISTRATION  NOTICE OF GRANT AWARD AUTHORIZATION (Legislation/Regulation) The American Recovery and Reinvestment Act of 2009, P.L. 111-5.																																																							
3. SUPERCEDES AWARD NOTICE dated: except that any additions or restrictions previously imposed remain in effect unless specifically rescinded.																																																											
4a. AWARD NO.: 1 D76HP20533-01-00		4b. GRANT NO.: D76HP20533						5. FORMER GRANT NO.:																																																			
6. PROJECT PERIOD: FROM: 09/01/2010 THROUGH: 08/31/2011																																																											
7. BUDGET PERIOD: FROM: 09/01/2010 THROUGH: 08/31/2011																																																											
8. TITLE OF PROJECT (OR PROGRAM): ARRA - Equipment to Enhance Training for Health Professionals: Nursing Workforce Diversity																																																											
9. GRANTEE NAME AND ADDRESS: UNIVERSITY OF ALASKA ANCHORAGE 3211 Providence Dr Anchorage, AK 99508-4614				10. DIRECTOR: (PROGRAM DIRECTOR/PRINCIPAL INVESTIGATOR) Jackie Pflaum UNIVERSITY OF ALASKA ANCHORAGE School of Nursing 3211 Providence Drive, DPL 204 Anchorage, AK 99508																																																							
11. APPROVED BUDGET: (Excludes Direct Assistance) <input checked="" type="checkbox"/> Grant Funds Only <input type="checkbox"/> Total project costs including grant funds and all other financial participation <hr/> <table style="width: 100%;"> <tr><td>a. Salaries and Wages:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>b. Fringe Benefits:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>c. Total Personnel Costs:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>d. Consultant Costs:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>e. Equipment:</td><td style="text-align: right;">\$ 297,853.00</td></tr> <tr><td>f. Supplies:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>g. Travel:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>h. Construction/Alteration and Renovation:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>i. Other:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>j. Consortium/Contractual Costs:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>k. Trainee Related Expenses:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>l. Trainee Stipends:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>m. Trainee Tuition and Fees:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>n. Trainee Travel:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>o. TOTAL DIRECT COSTS:</td><td style="text-align: right;">\$ 297,853.00</td></tr> <tr><td>p. INDIRECT COSTS: (Rate: % of S&W/TADC)</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>q. TOTAL APPROVED BUDGET:</td><td style="text-align: right;">\$ 297,853.00</td></tr> <tr><td> i. Less Non-Federal Resources:</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td> ii. Federal Share:</td><td style="text-align: right;">\$ 297,853.00</td></tr> </table>				a. Salaries and Wages:	\$ 0.00	b. Fringe Benefits:	\$ 0.00	c. Total Personnel Costs:	\$ 0.00	d. Consultant Costs:	\$ 0.00	e. Equipment:	\$ 297,853.00	f. Supplies:	\$ 0.00	g. Travel:	\$ 0.00	h. Construction/Alteration and Renovation:	\$ 0.00	i. Other:	\$ 0.00	j. Consortium/Contractual Costs:	\$ 0.00	k. Trainee Related Expenses:	\$ 0.00	l. Trainee Stipends:	\$ 0.00	m. Trainee Tuition and Fees:	\$ 0.00	n. Trainee Travel:	\$ 0.00	o. TOTAL DIRECT COSTS:	\$ 297,853.00	p. INDIRECT COSTS: (Rate: % of S&W/TADC)	\$ 0.00	q. TOTAL APPROVED BUDGET:	\$ 297,853.00	i. Less Non-Federal Resources:	\$ 0.00	ii. Federal Share:	\$ 297,853.00	12. AWARD COMPUTATION FOR FINANCIAL ASSISTANCE <table style="width: 100%;"> <tr><td>a. Authorized Financial Assistance This Period</td><td style="text-align: right;">\$ 297,853.00</td></tr> <tr><td>b. Less Unobligated Balance from Prior Budget Periods</td><td></td></tr> <tr><td> i. Additional Authority</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td> ii. Offset</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>c. Unawarded Balance of Current Year's Funds</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>d. Less Cumulative Prior Award(s) This Budget Period</td><td style="text-align: right;">\$ 0.00</td></tr> <tr><td>e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION</td><td style="text-align: right;">\$ 297,853.00</td></tr> </table>				a. Authorized Financial Assistance This Period	\$ 297,853.00	b. Less Unobligated Balance from Prior Budget Periods		i. Additional Authority	\$ 0.00	ii. Offset	\$ 0.00	c. Unawarded Balance of Current Year's Funds	\$ 0.00	d. Less Cumulative Prior Award(s) This Budget Period	\$ 0.00	e. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 297,853.00
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13. RECOMMENDED FUTURE SUPPORT: (Subject to the availability of funds and satisfactory progress of project) <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 40%;">YEAR</th> <th style="width: 60%;">TOTAL COSTS</th> </tr> </thead> <tbody> <tr> <td colspan="2" style="text-align: center;">Not Applicable</td> </tr> </tbody> </table>								YEAR	TOTAL COSTS	Not Applicable																																																	
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15. PROGRAM INCOME SUBJECT TO 45 CFR Part 74.24 OR 45 CFR 92.25 SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES: A=Addition B=Deduction C=Cost Sharing or Matching D=Other [A] Estimated Program Income: \$ 0.00																																																											
16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY HRSA, IS ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING: <small>a. The grant program legislation cited above. b. The grant program regulation cited above. c. This award notice including terms and conditions, if any, noted below under REMARKS. d. 45 CFR Part 74 or 45 CFR Part 92 as applicable. In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.</small>																																																											
REMARKS: (Other Terms and Conditions Attached <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No) This award supports the project referenced in HRSA 10-167, as approved (Nursing Workforce Diversity). This Notice of Grant Award reflects funds supported by the American Recovery and Reinvestment Act of 2009 (ARRA). Give close attention to the periodic reporting requirements specified under the terms and conditions. This award does not carry expanded authorities. The grant is subject to conclusion and PMS account closeout when grant funds are expended and approved equipment and services have been obtained by the grantee, regardless of the project period end date specified on this notice.																																																											
Electronically signed by John Gallicchio, Grants Management Officer on: 09/01/2010																																																											
17. OBJ. CLASS: 41.15		18. CRS-EIN: 1926000147B2		19. FUTURE RECOMMENDED FUNDING:																																																							
FY-CAN	CFDA	DOCUMENT NO.	AMT. FIN. ASST.	AMT. DIR. ASST.	SUBPROGRAM CODE	SUB ACCOUNT CODE																																																					
10-3760990	93.411	D76HP20533RP	\$ 297,853.00	\$ 0.00	N/A	ARRA-EETHP																																																					

Executive Summary

This funding opportunity is **one of many** for the **Equipment to Enhance Training for Health Professionals (EETHP) program**, hereby known as **EETHP Equipment Initiative**. **Twenty-one health professions training programs comprise this initiative**. As defined by this program, a Health Professional Program is a program authorized under **Titles III, VII and VIII of the Public Health Service (PHS) Act** which focuses all or in part on the **training of health professionals**. The Health Resources and Services Administration (HRSA) is announcing the availability of funds to support multiple programs in the purchase of health professions training equipment. **While the goals of the EETHP Equipment Initiative are the same for each program, and the guidances are generally similar in format, applicants must satisfy the eligibility, priority and preferences of each health professions training program under which they are applying for equipment**. Accordingly, **a different a funding announcement is being offered for each of the eligible programs**. Applicants can apply for EETHP funds under multiple announcements, but a separate application must be submitted for each program area and announcement number. *As twenty-one programs comprise the Equipment Initiative, competitions will occur both within each individual program/guidance as well as between each of the twenty-one programs/guidances that make up the EETHP.*

Across the entire EETHP initiative, approximately \$50,000,000 is available to fund approximately **200 grant awards** across twenty-one health professions training programs for a **one-year project and budget period**. This funding opportunity is supported by American Recovery and Reinvestment Act (**ARRA funds only**) and therefore has specific ARRA-related reporting requirements associated with it. All ARRA funded activities must be reported and accounted separately from other non-ARRA grant funding.

With population projections pointing to even greater levels of ethnic diversity in coming years, a **culturally diverse nursing workforce is essential** to meeting the health care needs of the nation and reducing the health disparities that exist among minority populations. According to the 2004 National Sample Survey of Registered Nurses, the results of the survey showed a significant **underrepresentation of racial and ethnic minority nurses** compared with the proportion of racial and ethnic minorities in the United States population. The **Nursing Workforce Diversity (NWD)** program provides Federal funding for projects to increase nursing education opportunities for individuals who are from disadvantaged backgrounds (including racial and ethnic minorities underrepresented among registered nurses), through projects that incorporate retention, pre-entry preparation, and student scholarships and/or stipends.

The Equipment to Enhance Training for Health Professionals (EETHP)-Nursing Workforce Diversity (NWD) initiative is an **extension of the existing NWD program**, with a purpose of providing Federal funding for **equipment to support pre-entry preparation and retention activities of the Nursing Workforce Diversity (NWD) program**. In general, the EETHP-NWD initiative supports the purchase of equipment for projects that will **increase nurse education opportunities for individuals from disadvantaged backgrounds**.

To be eligible for this funding opportunity an applicant **does not need to be a current Nursing Workforce Diversity grantee**, but must be eligible to apply for the NWD grant.

As provided in Public Health Service Act Section 805, a funding preference shall be granted to applicants with projects that will substantially benefit rural or underserved populations, or help meet public health nursing needs in State or local health departments.

Three technical assistance calls to help applicants understand, prepare and submit a grant application for the EETHP initiative have been scheduled. All calls will be recorded and will remain available until after the closing date of April 26, 2010. All calls will offer applicants an opportunity to ask questions pertaining to program requirements, and will also address the additional ARRA reporting requirements. The details for participation are included in this document.

This ARRA funding opportunity, HRSA-10-167, differs from the most recent Nursing Workforce Diversity program competitive funding opportunity, in the following ways:

- The name for this program is the Equipment to Enhance Training for Health Professionals (EETHP) - Nursing Workforce Diversity (NWD) Grant Program;
- Only allows funding for equipment to support health professionals training;
- Is limited in scope compared to the NWD program. Funds may only be used to purchase equipment to support training for the following NWD activities: 1) Pre-Entry Preparation and 2) Retention.
- Includes background information on ARRA;
- Announces ARRA grant funds of approximately \$50,000,000 and does not include any non-ARRA funds;
- As twenty-one programs comprise the Equipment Initiative, competition will occur both within each individual program/guidance as well as across all EETHP programs/guidances;
- Includes a unique CFDA number from the regular program;
- Awards funds for a 12-month grant budget and project period;
- Includes additional ARRA grantee reporting requirements; and
- Streamlines the application process by limiting the submissions to 15 pages while still permitting approximately two months for application submission.

FORM CD-450 (REV 10/98)		U.S. DEPARTMENT OF COMMERCE		X GRANT	COOPERATIVE AGREEMENT
FINANCIAL ASSISTANCE AWARD				ACCOUNTING CODE ** See Attached**	
RECIPIENT NAME University of Alaska, Fairbanks				AWARD NUMBER 02-43-B10566	
STREET ADDRESS Administrative Services CTR RM 109				FEDERAL SHARE OF COST \$4,544,546.00	
CITY, STATE ZIP Fairbanks, AK 99775				RECIPIENT SHARE OF COST \$2,422,938.00	
AWARD PERIOD 09/01/2010 - 08/31/2013				TOTAL ESTIMATED COST \$6,967,484.00	
AUTHORITY P.L. 111-5, Section 6001					
CFDA NO. AND PROJECT TITLE: 11.557 American Recovery and Reinvestment Act-SBA-Bridging the e-Skills Gap in Alaska					
<p> This Award approved by the Grants Officer is issued in triplicate and constitutes an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, two signed Award documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Award. </p>					
<p> <input checked="" type="checkbox"/> Department of Commerce Financial Assistance Standard Terms and Conditions (March 2008) <input checked="" type="checkbox"/> Special Award Conditions <input checked="" type="checkbox"/> Line Item Budget <input checked="" type="checkbox"/> 15 CFR Part 14, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, Other Non-Profit, and Commercial Organizations <input type="checkbox"/> 15 CFR Part 24, Uniform Administrative Requirements for Grants and Agreements to State and Local Governments <input checked="" type="checkbox"/> OMB Circular A-21, Cost Principles for Educational Institutions <input type="checkbox"/> OMB Circular A-87, Cost Principles for State, Local, and Indian Tribal Governments <input type="checkbox"/> OMB Circular A-122, Cost Principles for Nonprofit Organizations <input type="checkbox"/> 48 CFR Part 31, Contract Cost Principles and Procedures <input checked="" type="checkbox"/> OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations <input checked="" type="checkbox"/> Other(s) DOC American Recovery and Reinvestment Act Award Terms attached. </p>					
SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER Joyce Brigham <i>Joyce R. Brigham</i>				TITLE GRANT OFFICER	DATE 9/10/10
TYPED NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL				TITLE	DATE

Broadband USA Applications Database

Applicant Name: UNIVERSITY OF ALASKA FAIRBANKS

Project Title: Bridging the e-Skills Gap in Alaska

Project Type: Sustainable Broadband Adoption

Executive Summary

Many industry experts agree that when it comes to broadband access and subsequent adoption, Alaska residents are possibly the most unserved and underserved population in the U.S. Statistics compiled by Leichtman Research Group (2007) indicated a 9.2% digital broadband service penetration in Alaska ' the lowest of all 50 states. Alaska's rural areas are for the most part limited to satellite connectivity. There are only a few areas in rural Alaska with any terrestrial microwave distribution systems; they deploy broadband services across limited areas. The Regulatory Commission of Alaska Broadband Inventory (Jan. 2007) showed 47/341 small, rural communities with no broadband or even local dialup service. The vast majority of the 294 communities with Internet availability receive a signal at or below 256kbps. Paradoxically, given the conditions just described, many public-serving agencies and institutions in Alaska have content already prepared for broadband delivery, but not the internal capacity to promote its use. Users become frustrated when content that is media-rich is incompletely downloaded or interrupted during transmission in the current environment. Project partners have also discovered that consumers and end-users may be unaware of the content and/or have limited information literacy skills to use it. Not all content is intuitive or friendly to end users, particularly new users. In addition, many agencies have spent valuable resources creating content that is duplicative of existing materials. There are few opportunities in rural Alaska for non-traditional audiences (i.e. those not in school or with a job requiring technology use) to 'try out' personal computing equipment or become acquainted with broadband resources. Further, most communities do not have individuals trained to meet local information technology needs; if a new user becomes frustrated with the experience there is no one to turn to locally for help. This project to Bridge the e-Skills Gap in Alaska is an innovative proposal by a powerful multi-sector group of partners from the education, health care, early childhood, social services, government, and public safety sectors to create a strategic coordinated framework to promote technology literacy and training to vulnerable and hard to reach populations in rural Alaska. The activities proposed here represent a systemic and coordinated approach to broadband adoption for Alaska. The project activities will lead to sustainable adoption of publicly available broadband content by a wide spectrum of end-users across Alaska and increased use of technology best practices by the project partners. Project partners include the Alaska Coast Guard Tribal Liaison Office, Alaska Injury Prevention Center, Alaska Library Network and Digital Pipeline, Alaska Military Entrance Office, Alaska Native Tribal Health Consortium, Alaska State Hospital and Nursing Home Association, Alaska Rural Telehealth Network, Alaska Teacher Placement and Alaska Statewide Mentor Program, Alaska Vocational Technical Center, Alaska Department of Labor, Alaska Workforce Investment Board, Best Beginnings, Barrow Arctic Science Consortium, Center for Alaska Native Health Research, Alaska

Department of Education and Early Development, Alaska Department of Natural Resources, Family Centered Services of Alaska, Ilisagvik Tribal College, KACN-TV, Rural Alaska Community Action Program, Inc., and University of Alaska Office of Information Technology (lead partner and grant applicant). The Bridging the e-Skills Gap in Alaska project has 4 primary goals, consistent with the BTOP statutory purpose: ' To create digital literacy among Alaskans by leveraging the 29 anchor institution PCCs and broadband content of statewide interest and applicability. ' To stimulate job creation by training a cadre of 80 local rural residents with information technology software and hardware skills of immediate use to new broadband technology users in the community, and with employability value to training participants. ' To encourage technology use among underserved audiences across Alaska with a broadband awareness program using print, radio and electronic media that includes a wide spectrum of topics to encourage broadband use, and through an innovative computer device loan program. ' To create a statewide Multi-Sector Digital Inclusion Council, operating under the Alaska Distance Education Consortium (AkDEC) housed at the University of Alaska, as a forum for the discussion and sharing of best practices and the elimination of redundancy through sharing of partner-developed content. This project is ambitious because of its scope; it extends the capabilities and usefulness of 29 rural PCCs to be created at anchor institutions that together serve over 150,000 Alaska residents. The 21 SBA partner institutions, agencies, and businesses expect this project to reach across Alaska, generating up to 88,000 new broadband users in the next three years and providing an average of 4 hours of training to over 84,000 Alaskans, including school-age children, professional adults, unemployed adults, and senior citizens. Potential new users were counted carefully to avoid duplicate counts, i.e. new professional users specifically include health aides and nurses, teachers, and school administrators. New adult users in the total count include the unemployed and senior citizens. This project will result in the creation of 76 new jobs, calculated using the Council of Economic Advisors formula. This project proposes some creative strategies for reaching Alaska's diverse and dispersed residents. Video conferencing technology, live electronic discussions, and web archiving of content for asynchronous retrieval will all be used. Much of the training is local job capacity building ' Village IT support, TeleHealth coordinators, continuing education for educators and other professionals, and work skill readiness as a tool for addressing unemployment and poverty. 32% of the project budget represents training costs with an average per person cost for broadband awareness or broadband-assisted training of just \$51. This is a phenomenal demonstration of the value of broadband for precipitating change in Alaska: Currently, most training occurs in a hub community and regularly tops \$1,000 per person for travel alone. The project partners themselves intend to use broadband technology for project management. The budget includes resources for a practical approach to introducing end-users to broadband technology for personal use by purchasing relatively inexpensive mobile devices that can be loaned to users. The total cost of the mobile broadband equipment is \$601,889. - a per unit cost of \$946. The costs to achieve the objectives of this proposal are very reasonable given its statewide scope. The total project budget is \$6,967,284. The 21 project partners are providing a 34.7% match, \$2,422,738. The cash match is \$180,000 with the rest of the match as in-kind contributions directly attributable to this project. Notably, 34% of the match was contributed by the media partner for radio and TV time as well as print advertisement purchase for the awareness campaign. The Alaska Distance Education Consortium (AkDEC) is the ideal sponsor for this statewide initiative. Housed at the University of Alaska, under the

statewide Office of Information Technology, the consortium has a successful 10 year history of coordinating statewide technology initiatives and services.