

2015-2016

**ALASKA HEAD START
PROGRAM ASSURANCES PACKET**



Alaska Department of Education and Early Development
Teaching and Learning Support
801 West 10th Street, Suite 200
P.O. Box 110500
Juneau, AK 99811-0500
<http://education.alaska.gov>

Print this packet, have the Authorized Individual sign, date, and *upload it in the GMS online grant system under "Assurances"*.

Alaska Head Start Program General Assurances

This packet of assurances represents all assurances required for the Alaska Head Start Application for 2015-2016. Assurances form a binding agreement between the grantee and the Alaska Department of Education & Early Development that assures all legal requirements are met in accordance with state and federal laws, regulations, and rules. These assurances apply to program activities and expenditures of funds. Compliance to general and specific program assurances is the legal responsibility of the Head Start Grantee under the authorization of the local governing board.

The grantee should print this packet, have the authorized individual sign, date and upload it as a Related Document in the Assurances section of the Alaska Head Start Application in the online EED Grants Management System.

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I. Program Summary

The grantee agrees to provide services as detailed in the Alaska Head Start Application which is considered an essential part of this grant agreement. In addition, the grantee's Head Start Performance Standards for early childhood development and health series, family and community partnerships, and program design and management, are expected to be updated yearly and approved by the policy council.

II. Procedures And Guidelines

The grantee agrees to follow the Revised Federal Program Performance Standards: 45 CFR, 1301, 1302, 1303, 1304, 1305, 1306, 1308 and the guidance for Alaska Head Start program funds provided by the department.

III. Administrative Costs

Definition: Costs which are directly associated with Alaska Head Start administration, supervision, program management, and program development. Costs which are not directly associated with the required program components of education, nutrition, health services, social services, and parent involvement. The approved, administrative, supervisory, administrative staff support, program management, and program development costs shall include, but not be limited to, the costs of organization-wide planning, coordination, support, and the costs of occupying, operating and maintain the space utilized for these purposes.

Requirement: Administrative costs may not exceed 15% of the total Alaska Head Start funds. Additionally, the ratio of administrative costs must be tied to program expenditures.

Indirect cost allocation: Administration costs may be charged under an indirect cost rate, but only up to the 15% limit. If a grantee proposes to charge administration and development costs under an indirect cost rate, the grantee must submit a copy to the department of its federally approved indirect cost rate.

IV. Special Provisions

- Meetings funded with Alaska Head Start Grant are open to the public.
- Alaska Head start funds are to be used during the period of performance and may not be carried over.
- Lobbying activities are prohibited.
- Grantee must provide child information for the provision of the state unique identifier number.
- Grantee will provide pre and post Teaching Strategies Gold online assessment data.

V. Personnel

The grantee agrees to:

- Secure, at its own expense, all personnel required to perform the services under this grant. Such personnel shall not be employees of, nor have any contractual relationship with the department.
- Perform all services required by this grant.
- All personnel engaged in the work will be qualified.

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VI. Standard Provisions

- **Grantee Certification:** By its signature on the grant agreement, the grantee, certifies that it possesses lawful authority to accept grant funds from the State of Alaska and to execute the work described in this document.
- **Grantee Not Officer, Employee, or Agent of the State:** The grantee and any agents and employees of the grantee are not officers or employees or agents of the state by virtue of their signing or performing under this grant agreement.
- **Indemnification:** The grantee shall defend, indemnify, save, and hold harmless the State of Alaska and its officers, agents, members, and employees, from all claims, suits, or actions of any nature pertain to this grant and arising out of the activities of the grantee or its subcontractors, agents, or employees.

In the event that any action, suit, or proceeding is brought against the state, upon any matter herein indemnified against, the state shall, as soon as practicable, provide written notice of such action to the grantee by certified mail.

- **Notification of Change:** A grantee shall notify the department in writing of a change in key grant administration personnel and contact information either before the change or within 30 days of the change.
- **Materials Developed With Grant Funds:** Materials developed with grant funds are the property of the state. A final copy of the material must be sent to the department for statewide dissemination, if appropriate. Such material shall contain an acknowledgment of the use of state funds in the development of that material.
- **Administration:** A grantee shall properly administer its grant in compliance with the provisions of this grant agreement whether or not the grantee has subcontracted any administrative duties to another agency or individual. Administration of an allowable activity not specified in this grant agreement will be subject to department approval before implementation.
- **Grant Agreement Amendments:** Grant agreement, amendments, to be binding on both the state and the grantee, must be made in formal amendment format.
- **Grant Renewal:** At the discretion of the department, the terms and conditions of this grant may be renewed, depending on satisfactory performance by the grantee and appropriation of program funds. Satisfactory performance of grant activities will be determined by self-evaluation, monitoring by the department, program activity and expense reporting, timely submission of an acceptable application for grant renewal, grantee receiving Federal Head Start Funds, and other criteria deemed appropriate by the department. The department reserves the right during grant renewal to negotiate a new funding level, and additional or different grant activities and other conditions regarding the grant.
- **Confidentiality:** The grantee shall restrict the use or disclosure of information pertaining to a child or to a child's family to purposes directly related to the administration for the program, except that disclosure shall be made to the department upon request.

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- **Subcontracts:** A grantee may subcontract with an individual or organization for the performance of program activities within its grant boundaries, if the grantee:
 - complies with its documented procurement procedures;
 - obtains prior approval of the department before entering into the subcontract;
 - maintains an original copy of the executed subcontract as part of its grant file; and
 - assumes full responsibility for all actions of the subcontractor performed under the subcontract.
- **Reasonable and Necessary Costs:** A grantee will be reimbursed for actual costs that are reasonable, necessary, directly related to the performance of the grant, and within the terms of this agreement. Expenditures of grant funds will be documented in the grantees' files by contractual, billing and payment records.
- **Budget:** The grantee must provide a budget and narrative description by line. The grantee is allowed to exceed a budget line by no more 10% before a budget revision is required.
- **Valid Expenditure Dates:** Reimbursable program costs must be incurred during the grant period. A grantee shall not use current year grant funds to pay prior or future year obligations. However, the cost of the annual independent audit may be claimed during the grant period in which the audit is completed.
- **Travel and Per Diem:** A grantee may request reimbursement for travel and per diem expenses at a maximum equal to that provided to state government employees traveling in a specific geographic area, which follow IRS rates outside of Alaska, in-state travel per diem is \$60 per day.
- **Separate Accounts:** The grantee shall keep record of this grant separate from all other fiscal and program records by state fiscal year.
- **Release of State Funds:** The granting of state funds through the department is for Alaska Head Start grant activities as described in the Federal Head Start Performance Standards. If for any reason, a federal Head Start grantee should be denied federal funding by Region X or Region XI (A.I.A.N.) during the grant year, the state Head Start funds would also be withdrawn. Consideration would be given to a new grantee for state funds if the Federal Head Start Office, Region X or Region XI (A.I.A.N.), selected a new agency to carry out the program. The financial and programmatic integrity of the Alaska Head Start Program is based on and is in conjunction with Federal Head Start mandates. If these standards are not maintained, as determined by the department monitoring, funds would also be withdrawn.
- **Monitoring and Evaluation:**
 - The department will, at its discretion, monitor, inspect, and evaluate the performance and progress of a grant.
 - A grantee shall provide the department, its designee, or independent auditors with access to its documents, papers, and records, and to those of the subcontractor.
- **Final Report:** The grantee must submit a final expenditure report (FER) within 30 days of the end of the fiscal year that shall include summary fiscal and program information, including an analysis of expenditures and program use.

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- **Accounting and Audit Requirements:**

- a. With respect to the financial records and accounts of a program grant, a grantee shall use generally accepted accounting principles and shall maintain the financial records and accounts in a manner that permits them to be audited.
- b. The grantee shall adhere to the following audit requirements, as applicable:
Grantees expending \$500,000 or more in direct state financial assistance during the grantee's fiscal year must submit a state single audit in accordance with the State of Alaska single audit regulations, 02 AAC 45.010 ;
- c. The grantee shall provide the State of Alaska with a copy of any audit report(s) conducted of the grantee's administration of these grant funds. An audit report, provided in accordance with this part, must be submitted to the State of Alaska the earlier of nine months after the end of the fiscal year or 30 days of the receipt of the audit report(s) by the grantee.
- d. The grantee shall maintain appropriate systems, procedures, and documentation to assure its compliance with respect to sub recipient audits, as specified in the requirements listed in paragraph b above. The grantee shall take appropriate action to assure that any sub recipients audits required under paragraph b are completed.
- e. A grantee is financially accountable for and shall reimburse the department for money not spent in accordance with the terms of this grant agreement. The grantee shall repay to the department any costs pertaining to this grant determined unallowable as a result of the resolution of any findings or questioned costs identified in the audits required by this section. The grantee shall repay to the department any disallowed costs related to a sub grant of funds under this agreement resulting from the resolution of any sub grantee audit findings. Failure of the grantee to repay any disallowed amounts may result in a reduction of grant funds under this agreement, the termination of this agreement, of other possible actions or sanctions, as determined by the department.

- **Termination:** The department may terminate a grant, in whole or in part, before the end of the grant period if the grantee fails to comply with the terms of the grant. To terminate a grant, the department will provide the grantee with 14 days written advance notice prior to termination stating the reasons for the termination, the effective date, and if the termination is partial, the portion of the grant to be terminated.

The department will, in its discretion, terminate a grant at any time, in whole or in part, with the written consent of the grantee. The grantee may terminate a grant before the end of the grant period, upon 14 days written notification to the department, stating the reasons for the termination and the effective date.

- **Appeal:** If the grant is terminated in whole or in part, if grant funds are wholly or partially withheld, or if the grantee disagrees with the department over program activities defined under the grant agreement, the grantee has a right of appeal. The grantee has 30 calendar days after receipt of notice of the final action being appealed to file a notice of appeal with the commissioner as outlined in the Alaska Administrative code Chapter 40.

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- **Close-Out:** The grantee shall have requested all payment under this grant by the 30th day after the termination date of the grant agreement, at which time the department may initiate closeout procedures.
- **Records Retention:** The grantee shall maintain grant and subcontract records, including records of the receipt and disposition of grant income, for a period of at least three years.
 - the retention period for each year's records will begin at the date the grant terminated; and
 - the grantee shall retain the records as long as an audit is in progress or as long as audit findings, litigation, or claims involving the records are pending.
- **Enforcement:** The failure of the department to enforce any provision of this grant agreement shall not constitute a waiver by the state of that or of any other provision.
- **Program Implementation:** The grantee shall fully implement the program conditions of this grant agreement within 90 days after the effective date of the agreement, on a progressive schedule approved by the department, depending on the nature of services currently delivered and the grantee's capability and service delivery priority.

1. The grantee will use Alaska Head Start funds to supplement the existing Federal Head Start programs and will not use State Head Start funds to supplant or reduce federal, general, or other local funds.
2. The grantee will provide, on request, other data as required, and will maintain all required documentation at the central office a minimum of 3 years after the final report is submitted
3. The grantee understands and will comply with all applicable assurances for Alaska Head Start grant funds as provided in the 2015-2016 Alaska Head Start Assurances Packet.
4. I agree, upon the approval of the project application by the Alaska Department of Education & Early Development, to accept and perform the requirements as contained in the assurances above

By my signature I am assuring that...

- I am an authorized Head Start representative;
- I certify that to the best of my knowledge the above statements, 1-4, are true; and
- This 2015-2016 Alaska Head Start Assurances Packet has been signed and has been uploaded on the EED online grants management system.

Name of Authorized Representative:

Signature of Authorized Representative:

Date Signed: