ADMINISTRATIVE GUIDE
FOR
FEDERAL GRANT PROGRAMS

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Administrative Guide for Federal Grant Programs

Administered by the Division of Criminal Justice
Colorado Department of Public Safety
(303) 239-4442 or 1-800-201-1325

https://www.colorado.gov/pacific/dcj/dcj_grants

This Guide contains information and instructions to assist grantees in meeting the required contractual responsibilities of their grant. The PROJECT DIRECTOR, FINANCIAL OFFICER, and SIGNATURE AUTHORITY MUST read this guide carefully.
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Chapter 1: Overview

Purpose of this Guide

The Administrative Guide (Guide) for federal Grant Programs is a reference for agencies receiving federal funds administered by the Division of Criminal Justice (DCJ) at the Colorado Department of Public Safety (CDPS). DCJ has developed this Guide to assist Grantees in understanding and complying with the financial, Administrative, reporting and Audit requirements for the use of these funds. Federal Grant Programs administered by DCJ can be found in Appendix A – Federal Programs Administered by DCJ.

This Guide should be made available to the Project Director and Financial Officer responsible for managing the Grant Award and any additional staff members responsible for implementing federally funded projects.

Agencies receiving federal Grant Funds must meet certain requirements. The requirements contained in the Guide are not all-inclusive. The contractual document, Grant Agreement, may include additional requirements that must be met by the Grantee.

Certain portions of this Guide may not apply to all Grantees. For example, if Equipment purchases are not authorized under the Grant Award, the Grantees will not need to reference the section of this Guide regarding Equipment Procurement.

Revision of this Guide

Revisions and additions to this Guide will be posted on the DCJ Grants website. The prior publication was November 2011. In the event of conflicting information between this Guide, the Grant Agreement, or any DCJ Publication, contact the DCJ Grant Manager assigned to the Grant Award.

Contacting Division of Criminal Justice Staff

Grantees are encouraged to contact the appropriate DCJ Grant Manager for clarification of any requirements. Reference the Project Title and Grant Number on all written correspondence. General information is available through the DCJ Grants website.
If you have questions regarding the terminology utilized in this Guide, please refer to Appendix F - Definitions of Terms. Words italicized in this document provide a link to the definition in appendix; hold down the control button and click on the word to jump to the definition.

**Federal Source Documents**


The federal DOJ Grants Financial Guide may be found at: [http://ojp.gov/financialguide/DOJ/](http://ojp.gov/financialguide/DOJ/).

Additional information on OMB Circulars may be found at: [https://obamawhitehouse.archives.gov/omb/circulars_default/](https://obamawhitehouse.archives.gov/omb/circulars_default/)

The Code of Federal Regulations specific to 2 CFR 200 may be found at: [http://www.ecfr.gov/cgi-bin/text-idx?SID=81fac8df714f68765b71f72ba000b5e1&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?SID=81fac8df714f68765b71f72ba000b5e1&mc=true&tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

NOTE: Grant Awards funded with Federal Award Date earlier than December 26, 2014, the OMB circulars pertain instead of 2 CFR 200 (see Grant Agreement- Exhibit A2 – Grant Requirements for Federal Award Date).
Chapter 2: Project Start-Up

Federal Funds Will Not Be Disbursed Until This Process is Completed

Introduction

The grant process begins with the issuance of an Announcement of Availability of Funds (AAF) by DCJ. Agencies respond to the AAF by submitting a completed Grant Application in the format provided by DCJ.

After review of the Grant Applications by DCJ staff, the appropriate appointed authority (council, advisory board, etc.) reviews the Grant Applications and makes funding awards, or recommendations to DCJ, and in some cases, to the Colorado Department of Public Safety and the Governor. Successful applicants are preliminarily notified of their selection to receive a federal funded Grant Award.

Grant Agreement

A. Contents

The Grant Agreement is the contract that obligates and reserves a specific amount of federal funds for the Grantee’s approved project. It is the official notification to the Grantee that the award of federal funds has been approved. When applicable, it also specifies the amount of Cash and/or In-kind Match that the Grantee has obligated to support the project.

The signed Grant Agreement is the contract between the Grantees and DCJ. This document may take the form of full-length award document, or a Purchase Order as determined by Colorado Procurement rules and DCJ discretion.

The Grant Agreement identifies:

- State Pass-through Entity (DCJ) issuing the Grant Agreement;
- DCJ contact information for the Awarding Official;
- Grantee Name;
- Grantee DUNS Number;
- Project Title;
- DCJ Grant Number;
- Grant Award Start and End Date;
- Approved Budget
- Approved Statement of Work;
- Contract Management System (CMS) Number (if applicable);
- Total Amount of Federal Funds Obligated to this Grantee;
- Name of the Federal Awarding Agency;
- Federal Award Identification Number (FAIN);
• **Federal Award Date**;
• Total amount of the **Federal Award**;
• **Federal Award Project Description**;
• **Catalog of Federal Domestic Assistance (CFDA)** number and name;
• Identification of whether the award is **Research and Development (R&D)**;
• All requirements imposed by **DCJ** on the **Grantee** so that the **Federal Award** is used in accordance with federal statutes, regulations and the terms and conditions of the **Federal Award**;
• Any additional requirements that **DCJ** imposes on the **Grantee** in order for **DCJ** to meet its own responsibility to the **Federal Awarding Agency** including identification of required financial and/or performance reports;
• **Indirect Cost Rate**, if applicable, to be used by the **Grantee** (either a **Federally Approved Indirect Cost Rate** or the **De Minimis Indirect Cost Rate**);
• A requirement that the **Grantee** permit **DCJ** and auditors to have access to the **Grantee’s** records and financial statements as necessary for **DCJ** to meet the requirements of 2 C.F.R. § 200; and
• Appropriate terms and conditions concerning **Close-out** of the award.

### B. Instructions for Completing the Grant Agreement

The **Project Director** designated in the **Grant Application** receives an electronic copy of the **Grant Agreement** and prints two or more copies. All copies of the **Grant Agreement** and required additional documents must be returned to **DCJ** no later than forty-five (45) days prior to the **Start Date** of the award. Failure to do so may result in termination of the award.

Upon receipt of the signed **Grant Agreements** and any additional required documents by **DCJ**, the Director of **DCJ** and the State Controller designee will sign all copies. One copy of the fully executed **Grant Agreement** will be provided to the **Grantee’s Project Director** for the **Grant File**. The **Project Director** should ensure that the **Financial Officer** also has a copy of the final approved document.

The **Signature Authority** must sign, with original signatures in blue ink, on each of the two **Grant Agreement** originals submitted to **DCJ**.
C. Signature Authority

The signature of the Signature Authority indicates acceptance of the Grant Award and agreement to meet the Approved Statement of Work, Approved Budget, and Administrative, Programmatic, and Financial Requirements of the Grant Award. The Signature Authority is the person who has the authority to enter into a legal-binding contract on behalf of the Grantee agency. See Appendix F - Definitions of Terms for more information on Signature Authorities.

<table>
<thead>
<tr>
<th>Applicant Agency</th>
<th>Signature Authority*</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Agency</td>
<td>Department Executive or Division Director</td>
</tr>
<tr>
<td>City</td>
<td>Mayor or City Manager</td>
</tr>
<tr>
<td>County</td>
<td>Chairperson or vice-chair of the County Commissioners</td>
</tr>
<tr>
<td>County/District Boards of Health</td>
<td>President</td>
</tr>
<tr>
<td>County/ District Boards of Social Services</td>
<td>Chairperson or vice-chair of the Board</td>
</tr>
<tr>
<td>Courts</td>
<td>Chief Judge</td>
</tr>
<tr>
<td>District Attorney’s Office</td>
<td>District Attorney or Chair of the County Commissioners</td>
</tr>
<tr>
<td>Institution of Higher Education</td>
<td>President of the institution or chair/dean of the</td>
</tr>
<tr>
<td></td>
<td>appropriate department</td>
</tr>
<tr>
<td>Police Department</td>
<td>Mayor or City Manager</td>
</tr>
<tr>
<td>Sheriff’s Department</td>
<td>Chairperson or vice-chair of the County Commissioners</td>
</tr>
<tr>
<td>Non-profit Agency</td>
<td>Chairperson/President of the Board of Directors or any</td>
</tr>
<tr>
<td></td>
<td>position specifically authorized in the corporate by-laws</td>
</tr>
<tr>
<td></td>
<td>**</td>
</tr>
<tr>
<td>School District</td>
<td>Superintendent/Assistant Superintendent</td>
</tr>
</tbody>
</table>

* Deviation from the list would require additional Signature Authority documentation (e.g. Sheriff’s Signature Authority)

** A copy of by-laws may be required
If there has been a change in the Signature Authority since the Grant Application was submitted, or if the Grantee was notified that the proper contracting authority was not secured on the application at the time it was submitted, the Grant Agreement must be signed by the current and correct Signature Authority. Change in Signature Authority must be documented in writing and submitted to DCJ for approval. See Change in Project Officials (DCJ Form 4-B).

D. Additional Required Documents

Some Grant Awards require additional documentation to be returned to DCJ with the Grant Agreement. Some Special Conditions must be completed prior to the Grant Award Start Date. Special Conditions are found in the Grant Agreement.

Certification of Compliance with Regulations Regarding Civil Rights Requirements and Equal Employment Opportunity Plans (EEOP) (DCJ Form 30):

1. Complete and return a signed copy to DCJ with the signed copies of the Grant Agreement.

2. DCJ will then forward the completed certification to the Federal Office for Civil Rights.

3. Procedures should be developed and implemented by the Grantee for providing services to people with Limited English Proficiency (LEP). LEP responsibilities are outlined in the implementing regulations of the Civil Rights Act. Technical Assistance is available regarding LEP on the following websites: www.lep.gov and ojp.gov/about/offices/ocr.htm.

Certification of Match (DCJ Form 32):

The Certification of Match is applicable to Grant Awards that include Matching Funds as part of the Approved Budget. Complete and return a signed copy to DCJ with the signed copies of the Grant Agreement. See Chapter 4 - Record Keeping Responsibilities and Rules on Use of Budgeted Funds for more information on Matching Funds.

E. Insurance Requirements

Grantee and its Subgrantees, Contractors, and Subcontractors providing goods or services in connection with this Grant Award shall obtain and maintain insurance at all times during the term of the Grant Agreement in accordance with the sections below. All insurance policies required by the Grant Agreement that are not provided through self-insurance shall be issued by insurance companies with an AM Best rating of A-VIII or better.

1. Workers’ Compensation - Workers’ compensation insurance as required by state statute, and employers’ liability insurance covering all Grantee, Subgrantee, Contractor, and Subcontractor Employees acting within the course and scope of their employment.
2. **General Liability** - Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, *Independent Contractors*, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:
   a. $1,000,000 each occurrence;
   b. $1,000,000 general aggregate;
   c. $1,000,000 products and completed operations aggregate; and
   d. $50,000 any 1 fire.

3. **Automobile Liability** - Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. The state does not need to be added as additional insured.

4. **Protected Information** - Liability insurance covering all loss of State Confidential Information, such as *Personally Identifiable Information* (PII), *Protected Health Information* (PHI), *Payment Card Information* (PCI), *Tax Information*, and *Criminal Justice Information* (CJI), and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
   a. $1,000,000 each occurrence; and
   b. $2,000,000 general aggregate.

5. **Professional Liability Insurance** (more commonly known as errors & omissions (E&O)) - Required when *Grantee* or *Subgrantee* is providing professional or technical services (medical, legal, engineering, architectural, real estate appraisal, computer programming, etc.), and must be a “claims-made” policy, a claim first reported during the policy term. The *Grantee* or *Subgrantee* should agree to purchase a two-year extended reporting period following the *Grant Agreement* completion date. State does not need to
be added as additional insured. Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

a. $1,000,000 each occurrence; and
b. $1,000,000 general aggregate.

6. **Crime Insurance** - Crime insurance including *Employee* dishonesty coverage with minimum limits as follows:

a. $1,000,000 each occurrence; and
b. $1,000,000 general aggregate.

7. **Additional Insured** - The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of *Grantee, Subgrantee, Contractor, and Subcontractor*.

8. **Primacy of Coverage** - Coverage required of *Grantee* and each *Subgrantee, Contractor, and Subcontractor* shall be primary over any insurance or self-insurance program carried by *Grantee* or the State.

9. **Cancellation** - All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to *Grantee* and *Grantee* shall forward such notice to the State within 7 days of *Grantee’s* receipt of such notice.

10. **Subrogation Waiver** - All commercial insurance policies secured or maintained by *Grantee* or its *Subgrantees, Contractor and Subcontractor* in relation to the *Grant Award* shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against *Grantee* or the State, its agencies, institutions, organizations, officers, agents, *Employees*, and volunteers.

11. **Public Entities** - If *Grantee* is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S. (the “GIA”), *Grantee* shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of *Grant Award* such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a *Subgrantee, Contractor, or Subcontractor* is a public entity within the meaning of the GIA, *Grantee* shall ensure that the *Subgrantee, Contractor, and Subcontractor* maintain at all times during the terms of this *Grant Award*, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the obligations under the GIA.

12. **Certificates** - For each commercial insurance plan provided by *Grantee* under the *Grant Award*, *Grantee* shall provide to the State certificates evidencing *Grantee’s* insurance
coverage required in the Grant Agreement within seven (7) Business Days following the Effective Date. Grantee shall provide to the State certificates evidencing Subgrantee, Contractor, and Subcontractor insurance coverage required under the Grant Agreement within seven (7) Business Days following the Effective Date, except that, if Grantee’s Subgrantee, Contractor, or Subcontractor is not in effect as of the Effective Date, Grantee shall provide to the State certificates showing Subgrantee, Contractor, or Subcontractor insurance coverage required under the Grant Agreement within seven (7) Business Days following Grantee’s execution of the Subgrantee, Contractor, or Subcontractor. No later than fifteen (15) days before the expiration date of Grantee’s or any Subgrantee’s, Contractor’s, or Subcontractor’s coverage, Grantee shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of the Grant Award, upon request by the State, Grantee shall, within seven (7) Business Days following the request by the State, supply to the State evidence satisfactory to the State.

Commencement of Project

A. Ready to Begin

After DCJ returns the fully executed Grant Agreement to the Grantee the project is ready to begin.

B. What to do if Implementation is delayed

1. Sixty (60) Day Delay: If a project is not operational within sixty (60) days of the approved Start Date, the Grantee must report in writing to DCJ: (a) the steps being taken to initiate the project, (b) the reasons for the delay, and (c) the projected Start Date.

2. Eighty (80) Day Delay: If a project is not operational within eighty (80) days of the approved Start Date, DCJ may begin termination or reduction in Grant Award proceedings, as described in Chapter 7 - Termination or Reduction of Grant.
Chapter 3: Required Reports and Notifications

Introduction to Division of Criminal Justice (DCJ) Forms

DCJ has created a series of reports/forms designed to assist Grantees in meeting the federal requirements for accountability, management, and auditing. This chapter discusses the various reports/forms that the Grantee submits to DCJ.

Paper forms should be completed electronically and emailed or uploaded as instructed.

All forms and correspondence to DCJ regarding the Grant Award must contain the DCJ Grant Number assigned by DCJ and listed on the Grant Agreement.

DCJ requires that reports/forms are submitted either by paper or in an electronic Grants Management System (GMS). If you are required to submit or upload a paper form to DCJ ensure you are using the most current reports/forms by downloading it from the DCJ website.

Forms are revised periodically. Use only the most current version of the forms. The Project Director should become familiar with any new or revised forms and should call DCJ if there are any questions.

By accepting the Grant Award, the Grantee agrees to submit the applicable forms by the dates specified on the forms and in this chapter. Call your DCJ Grant Manager promptly if you cannot meet the deadline for reporting. A pattern of delinquent reports may result in termination of the Grant Award, withholding payment, and may jeopardize future funding considerations by the DCJ.

NOTE: Signatures are required on all paper forms submitted to DCJ whether emailed or uploaded to a GMS. Electronic Signatures should be provided whenever possible on all paper forms. One signed copy of each form is required. Forms entered (not uploaded) in a GMS may contain a certification statement in lieu of a signature.

DCJ Common Reporting Forms

A. Financial Report – Quarterly or Final- (DCJ Form 1-A)

The Grantee must report expenditures of Grant Funds and any Cash and/or In-kind Match designated in the Approved Budget. If there are other funds also supporting project activities they may be noted in the Narrative Report (DCJ Form 2), but not reported on the Financial Report. For example, the Approved Budget includes the value of 100 hours of volunteer time at $10.00/hour for a total In-kind Match of $1,000. Your agency may actually receive more volunteer time than this. Nonetheless, for the purposes of this Grant, only the $1,000 In-kind
Match should be reported on the Financial Report as it is used (expended), and additional volunteer time may be reported in the Narrative Report.

The expenditures of Grant Funds and Matching Funds as reported on the Financial Report, must reconcile to the agency’s General Ledger. If Subledgers are used, a process to reconcile the Subledger to the General Ledger must be in place. It is imperative that the Grantee has an Accounting System that meets the criteria outlined in Chapter 4 - Record Keeping Responsibilities and Rules on Use of Budgeted Funds.

If the total expenditures at the end of the Grant period are less than the current Approved Budget, refer to Chapter 5 - Grant Close-out Procedures of this Guide.

**FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE. DUE DATES ARE THE SAME REGARDLESS OF DELIVERY METHOD.**

1. **Quarterly Financial Report:** One signed copy of Quarterly Financial Report, with signatures of the Project Director and the Financial Officer, must be received by DCJ within fifteen (15) days after the end of each Calendar Quarter, even if there were no expenditures during the quarter.

<table>
<thead>
<tr>
<th>Calendar Quarters</th>
<th>Quarterly Report Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 – March 31</td>
<td>April 15</td>
</tr>
<tr>
<td>April 1 – June 30</td>
<td>July 15</td>
</tr>
<tr>
<td>July 1 – September 30</td>
<td>October 15</td>
</tr>
<tr>
<td>October 1 – December 31</td>
<td>January 15</td>
</tr>
</tbody>
</table>

If the due date falls on weekend or a non-business day, the report is due the next Business Day.

Projects with Start Dates other than the first day of a Calendar Quarter must still report at the end of the Calendar Quarter; and if the Grant does not end on a Calendar Quarter, the report is due fifteen (15) days after the end of the Grant Award Period.
Example of a Grant Award Period outside of Calendar Quarter:

Grant Award Period: 05/01/16 to 04/30/17

First Quarter Reporting Period: 4/1/16 to 6/30/16, only record expenditures from the grant Start Date through the end of the Calendar Quarter (5/1/16 to 6/30/16). Only 2 months of expenditures are recorded during this Calendar Quarter.

Last Quarter Reporting Period: 4/1/17 to 6/30/17, only record expenditures from the beginning of the Calendar Quarter through the end of the Grant Award Period (4/1/17 to 04/30/17). Only (1) one month of expenditures are recorded during this Calendar Quarter. This last Quarterly report is due fifteen (15) days after the end of the Grant Award Period (5/15/17).

2. Final Financial Report: One signed copy of the Final Financial Report, with signatures of the Project Director and the Financial Officer must be received by DCJ no later than forty-five (45) days after the end of the Grant Award Period.

The Final Financial Report may be combined with the last Quarterly Financial Report only if all invoices and expenses have been paid at the end of the Grant Award Period, and the report is submitted no later than fifteen (15) days after the end of the Grant Award Period.

B. Project Income—Quarterly or Final- (DCJ Form 1-B)

Project Income means Gross Income earned that is directly generated by a supported activity or earned as a result of the Grant Award during the Grant Award Period. Please note that the generation of Project Income may result in the reduction of your Grant Funds. Project Income includes, but is not limited to, income from fees for services performed and registration/tuition fees such as conference registration fees, generated under the Grant Award. Fines as a result of law enforcement activities are not considered Project Income.

The generation and use of Project Income is allowed only with Prior Approval from DCJ. It must be identified as part of the application process and be included in the Approved Budget. If Project Income is approved, the Project Income Report must be submitted quarterly regardless of whether Project Income was earned or expended for that quarter. Project Income may only be used for allowable Grant Program costs and must be spent prior to requesting payment of Grant Funds. Contact your DCJ Grant Manager for additional information on managing Project Income.

FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHenever POSSIBLE. DUE DATES ARE THE SAME REGARDLESS OF DELIVERY METHOD.
1. **Quarterly Project Income Report:** One signed copy of Quarterly Project Income, with signatures of the Project Director and the Financial Officer, must be received by DCJ within fifteen (15) days after the end of each Calendar Quarter, even if there were no expenditures during the quarter; and continue until the required percentage of earned Project Income has been expended. Project Income must be expended prior to the end of the Grant Award Period, for exceptions contact your DCJ Grant Manager.

<table>
<thead>
<tr>
<th>Calendar Quarters</th>
<th>Quarterly Report Due Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>January 1 – March 31</td>
<td>April 15</td>
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<tr>
<td>April 1 – June 30</td>
<td>July 15</td>
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<tr>
<td>July 1 – September 30</td>
<td>October 15</td>
</tr>
<tr>
<td>October 1 – December 31</td>
<td>January 15</td>
</tr>
</tbody>
</table>

If the due date falls on weekend or a non-business day, the report is due the next Business Day.

Projects with Start Dates other than the first day of a Calendar Quarter must still report at the end of the Calendar Quarter; and if the Grant Award Period does not end on a Calendar Quarter, the report is due fifteen (15) days after the end of the Grant Award Period.

2. **Final Project Income Report:** One signed copy of the Final Project Income Report, with signatures of the Project Director and the Financial Officer must be received by DCJ no later than forty-five (45) days after the end of the Grant Award Period.

Example of a Grant Award Period outside of Calendar Quarter:

**Grant Award Period:** 05/01/16 to 04/30/17

First Quarter Reporting Period: 4/1/16 to 6/30/16, only record expenditures from the grant Start Date through the end of the Calendar Quarter (5/1/16 to 6/30/16). Only 2 months of expenditures are recorded during this Calendar Quarter.

Last Quarter Reporting Period: 4/1/17 to 6/30/17, only record expenditures from the beginning of the Calendar Quarter through the end of the Grant Award Period (4/1/17 to 04/30/17). Only (1) one month of expenditures are recorded during this Calendar Quarter. This last Quarterly report is due fifteen (15) days after the end of the Grant Award Period (5/15/17).

later than forty-five (45) days after the end of the Grant Award Period.

The Final Project Income Report may be combined with the last Quarterly Project Income Report only if the project is no longer earning or expending Project Income and the report is submitted no later than fifteen (15) days after the end of the Calendar Quarter.
C. Payment Request (DCJ Form 3)

The Grantee must submit the Payment Request form to request and receive Grant Funds. Regulations require Grantees to draw down and expend these funds within 10 days of receipt. To allow for effective cash management DCJ recommends reimbursement of actual project expenses on a quarterly basis. Some Grant Awards may require Payment Requests to be submitted for a period other than quarterly. Contact your DCJ Grant Manager if you have questions.

Requested funds must reconcile to reported expenditures on the Financial Reports (DCJ Form 1-A). Quarterly Financial and Narrative Reports are due within fifteen (15) days of the end of the Calendar Quarter. Payment Requests will be held or denied if quarterly reports are delinquent.

Grantees should allow at least 30 days after the form is submitted to DCJ to receive the state warrant (check) or Electronic Funds Transfer (EFT) for the requested funds and should plan accordingly.

Payment requests will not be approved unless all required reports are up to date and submitted in a timely manner. Payment requests will be denied or held if the Grantee fails to comply with all terms of the Grant Agreement including any Special Conditions.

If your agency is not set up for EFT and would like to be, contact your DCJ Grant Manager.

The same rules apply for maintaining separate funding sources (cannot Commingle funds) regardless of payment method (check or EFT).

Quarterly Payment Request: One signed copy of the Quarterly Payment Request, with the signatures of the Project Director, should accompany the Quarterly Financial Report (DCJ Form 1-A). A Payment Request frequency of anything other than Quarterly must require Prior Approval by the DCJ Grant Manager on this project.

Forms will either be Submitted via GMS (Uploaded or Entered) or Emailed, but not both. Electronic signatures on forms should be provided whenever possible. Due dates are the same regardless of delivery method. If the due date falls on weekend or a non-business day, the report is due the next Business Day.

D. Equipment Procurement and Inventory (DCJ Forms 5 & 13)

If the Approved Budget contains an Equipment line, the following forms must be submitted to DCJ.

See Chapter 4: Record Keeping Responsibilities and Rules on Use of Budgeted Funds for additional information on Equipment, including Ownership, Use, Management, Disposition and special rules for Equipment purchased using Edward
Byrne Memorial Justice Assistance Grant Program Funds. *Grantees* must contact their *DCJ Grant Manager* for more information regarding Disposition of Equipment, as each *Grant Program* may have specific guidelines.

**FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH.** **ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE.**

*Equipment Procurement Certification (DCJ Form 13)*

The Equipment Procurement Certification must be submitted to obtain required *DCJ* approval prior to the purchase of Equipment. The Equipment Procurement Certification is required in addition to the *Approved Budget*.

A *Grantee* must comply with all applicable federal, state, or local purchasing procedures. See *Appendix C - Procurement* for more information on Procurement.

One signed copy of the Equipment Procurement Certification, with the signature of the *Project Director*, must be submitted to and approved by *DCJ* prior to the Procurement of Equipment. All required information must be attached to/included with the form. A copy with *DCJ* approval/denial will be provided for the *Grantee’s Grant File*.

*Equipment Inventory/Retention Certification (DCJ Form 5)*

The Equipment Inventory/Retention Certification must be submitted to identify the retention plan for each piece of Equipment purchased with *Grant and/or Matching Funds*. A certification must be submitted to *DCJ* at the following times: 1) after Equipment is acquired, 2) at the end of the *Grant Award Period*, and 3) at Final Disposition of the Equipment.

1. **Equipment Acquired**: One copy signed by the *Project Director* must be received by *DCJ* within *thirty (30) days* upon *Grantee* receipt of Equipment. The *Grantee* must retain a copy of this form for each Equipment item and submit a revised report upon a change in Disposition of any Equipment.

2. **Grant Award Period End**: One copy signed by the *Project Director* must be submitted to *DCJ* no later than *forty-five (45) days* after the end of the *Grant Award Period*. The *Grantee* must retain a copy of this form for each Equipment item and submit a revised certification upon a change in Disposition of any Equipment, even if this is after the end of the *Grant Award Period*. If the Equipment reaches Final Disposition prior to the end of the...
Grant Award Period follow the instructions for Final Disposition below.

3. **Final Disposition of Equipment**: One copy signed by the Project Director must be submitted to DCJ no later than forty-five (45) days after the Equipment has reached Final Disposition. If the Final Disposition of the Equipment coincides with the end of Grant Award Period check both boxes on the form and submit only one form at the end of the Grant Award Period. Records must be maintained for three (3) years after Final Disposition.

E. **Consultants/Contracts Certification (DCJ Form 16)**

The Consultants/Contracts Certification must be submitted to obtain required DCJ approval for the Procurement of services by Contractors to provide goods or services and be paid under the Grant Award, including Grant and/or Matching Funds. A certification must be submitted to DCJ at the following times: 1) prior to executing a legal binding document, required if the hourly rate exceeds the federal rate of $81.25/hour and the project is funded in part or in whole by federal Grant Funds; and/or 2) after Contract Execution and prior to the disbursement of any monies in the Consultants/Contracts Budget Category in the Approved Budget.

A Grantee must comply with all applicable federal, state, and/or local purchasing procedures. See Appendix C – Procurement and Appendix and D – Consultants/Contracts Services.

**FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE.**

1. **Prior Approval**: If Prior Approval is required, one copy must be received and approved by DCJ prior to Contract Execution with the Contractor. The following documents must be attached for each Consultants/Contracts Certification:

   a. **Compensation Rate**

      **Justification**: The current federal allowable maximum rate is $81.25/hr ($650/day), excluding travel and sustenance. Documentation must demonstrate that this compensation rate is reasonable and consistent with that paid for similar services in the marketplace. Documentation must also include either prior Contract(s) or invoices between the consultant and other agencies for similar work, if possible, OR comparison with other potential providers of the same or similar work.

      **Prior Approval is ONLY required if the hourly rate exceeds the federal rate of $81.25/hour and the project is funded in part or in whole by federal Grant Funds.**
b. **Draft Statement of Work, Purchase Order, or Contract**: Attach the appropriate documentation, which includes, at a minimum: 1) Project Objectives, 2) Work Tasks, 3) Work Product/Deliverables, 4) Time Line, and 5) Quote/Cost (with a detailed budget).

c. **Procurement Process**: Per your agency’s Procurement policies describe the type of Procurement and process used to select the Contractor.

One copy with DCJ approval/denial will be provided for the Grantee’s Grant File.

2. **Contract Execution**: One copy signed by the Project Director must be received and approved by DCJ after Contract Execution and prior to the disbursement of any monies in the Consultants/Contracts Budget Category in the Approved Budget. The following documents must be attached for each Consultants/Contracts Certification:

   a. **Signed Statement of Work, Purchase Order, or Contract**: Attach the appropriate documentation, which includes, at a minimum: 1) Project Objectives, 2) Work Tasks, 3) Work Product/Deliverables, 4) Time Line, and 5) Quote/Cost (with a detailed budget).

   b. **Procurement Process**: Per your agency’s Procurement policies describe the type of Procurement and process used to select the Contractor (if this information was provided as part of the Prior Approval process described above, do not resubmit).

   One copy with DCJ approval/denial will be provided for the Grantee’s Grant File.

**Sole-Source Procurement**

While all Procurement processes must be documented, it is particularly important for the Grantee to maintain the following documentation for Sole-Source Procurement.

1. A brief description of the Grant Program and the item to be procured and its necessity to the Program.

2. An explanation of why it is necessary to contract non-competitively, to include the following (as applicable):
   a. Expertise and experience of the Contractor
   b. Uniqueness of Contractor capability
   c. Responsiveness
   d. Knowledge of the Program
   e. Time constraints
3. Specify when contractual coverage is required and why, and what the impact would be if dates are not met.

4. Specify how long it would take another Contractor to reach the same level of competence (equate to dollars).

F. Certification of Compliance with Regulations Regarding Civil Rights Requirements and Equal Employment Opportunity Plans (EEOP) (DCJ Form 30)

The Certification of Compliance with Regulations Regarding Civil Rights Requirements and Equal Employment Opportunity Plans is required for all entities receiving federal Grant Funds awarded by DCJ. Complete and return a signed copy to DCJ with the signed copies of the Grant Agreement. See Chapter 2 - Project Startup, Additional Required Documents for more information.

Forms will either be submitted via GMS (uploaded or entered) or emailed, but not both. Electronic signatures on forms should be provided whenever possible.

G. Conference Policy and Certification (DCJ Form 31)

The Conference Policy and Certification form must be completed by all Grantees using Office of Justice Programs (OJP) Grant Funds, or Matching Funds on an OJP award, to fund all or part of a conference (including meetings, retreats, seminars, symposiums, events, and group training activities). The funding source of your Grant Award may be found on your Grant Agreement, Exhibit A2- Grant Requirements, Federal Award(s) Applicable to this Grant Award. Costs associated with conferences are limited to thresholds established by OJP.

Prior Approval: An Approved Budget is not a Prior Approval. One copy signed by the Project Director must be received by DCJ no later than 120 days prior to the conference if any of the following is true:

1. Costs exceed established costs thresholds. If you answered yes to any questions on the form contact your DCJ Grant Manager immediately.

2. Federal OJP Cooperative Agreement funds will be used to pay a portion of the conference. (If there is a “K” in the last 4 characters of the federal funding source Federal listed on your Grant Agreement, Exhibit A2- Grant Requirements, Federal Award(s) Applicable to this Grant Award, your Grant Award is funded by a Cooperative Agreement.)

DCJ must approve the request prior to any disbursement of funds for the conference.

If all responses are “No”, Prior Approval is not required, keep the completed and signed form in Grantee’s Grant File. This documentation will be subject to review during monitoring and audits.
FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE.

H. DCJ Certification of Match (DCJ Form 32)

The Certification of Match is applicable to Grant Awards that include Matching Funds as part of the Approved Budget. Complete and return a signed copy to DCJ with the signed copies of the Grant Agreement. See Chapter 2 - Project Startup, Additional Required Documents and Chapter 4 - Record Keeping Responsibilities and Rules on Use of Budgeted Funds for more information on Matching Funds.

FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE.

DCJ Common Modification Forms

To request any change to the Grant Award, submit the appropriate form for Prior Approval:

A. Budget Revision (DCJ Form 4-A)

A budget revision does not increase the amount of the total Approved Budget; it simply moves money from one Budget Category to another. This request must be approved by DCJ before deviating from the current Approved Budget. One signed copy of the Budget Revision form, with the signature of the Project Director, should be submitted at least thirty (30) days in advance of the requested change. The revision is not approved until the Grantee receives a signed, approved copy of the form from DCJ. Verbal approval is not sufficient. Depending on the scope of the change requested a Grant Agreement Modification may be required in addition to the signed Budget Revision form. The DCJ Grant Manager will make that determination after reviewing the submitted Budget Revision form and applying state and federal rules, and will notify the Grantee if further action is needed.

NOTE: Some rules, per federal guidelines, allow for Grantees to move money between Approved Budget Categories up to 10% of the Total Approved Budget without changing the Statement of Work of the Grant Award. Contact your DCJ Grant Manager if you have questions.

FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE.
B. Change in Project Officials (DCJ Form 4-B)

It is imperative that the individuals signing the various reports and forms are the same individuals that DCJ has on record as the authorized Project Officials. One signed copy of the Change in Project Officials form (one form for each change), signed by either the Project Director or the Signature Authority, must be submitted to DCJ within fifteen (15) days following the change. The Signature Authority should sign the form when requesting a change for a new Project Director.

A copy signed by DCJ will be provided for the Grantee’s Grant File.

FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE.

C. Change in Grant Award Period (DCJ Form 4-C)

Some funding sources allow No-Cost Grant Extensions if the Grantee anticipates that the project cannot be completed within the Grant Award Period and/or that funds will be remaining at the end of the Grant Award Period. The request should be made at least sixty (60) days before the end of the Grant Award Period, and must be accompanied by a narrative explaining the need for the extension. All required reports must be up-to-date and all applicable Special Conditions of the Grant Agreement must be met for a change in the Grant Award Period to be considered. Approval of the request is not automatic, but will be contingent upon federal/state limitations and at the discretion of DCJ.

If a project is not operational within (60) days of the approved Start Date, the Grantee must report in writing to DCJ: (a) the steps being taken to initiate the project, (b) the reasons for the delay, and (c) the projected Start Date.

One signed copy of the Change in Grant Award Period (DCJ Form 4-C), with attached narrative, and signature of the Project Director, must be submitted to request approval of the change. Verbal approval is not sufficient. If approved, DCJ will issue a Grant Agreement Modification for a Grant Award Period end change or return the signed approved Change in Grant Award Period form. A Grant Agreement Modification must be executed (signed by the appropriate state and Grantee officials as appropriate) prior to the end of the Grant Award Period. If denied, a copy with DCJ’s denial reason will be provided for the Grantee’s Grant File.

A Grant extension will not be approved after the expiration date of the Grant Award Period. Expenses incurred after the expiration date of the Grant Award Period cannot be charged against the Grant Award.
FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOAD ED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE.

D. Modification of Other Grant Terms (DCJ Form 4-D)

The Modification of Other Grant Terms form is used during the course of the project if the Grantee finds it necessary to add, modify, or delete Goals and/or Objectives. Special Conditions may be changed on a very limited basis as a majority of conditions are mandated by terms of the Federal Award. Major deviation from the original Goals and Objectives (scope of work) approved for this project and Special Conditions changes require the issuance of a Grant Agreement Modification to be effective.

One signed copy of the Modification of Other Grant Agreement Terms (DCJ Form 4-D), signed by the Project Director, must be submitted to request approval of the changes. **Verbal approval is not sufficient.** Call your DCJ Grant Manager to discuss this before the form is submitted. If approved, DCJ will issue a Grant Agreement Modification or return the signed approved Change in Grant Award Period form. A Grant Agreement Modification must be executed (signed by the appropriate state and Grantee officials as appropriate). If denied, a copy with DCJ’s denial reason will be provided for the Grantee’s Grant File.

NOTE: Any modification which could potentially change the overall scope of the project may not be approved.

FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOAD ED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE.

DCJ Program Specific Forms

A. Victim Compensation Financial Activity Confirmation Report (DCJ Form 1-VC)

Applicable to the following Grant Programs:

Victims of Crime Act (VOCA) Compensation

One signed copy of **Quarterly** Victim Compensation Financial Activity Confirmation, with the signature of the Project Director, must be received by DCJ within fifteen (15) days after the end of each Calendar Quarter along with the Victims Compensation Quarterly Report. The Victim Compensation Financial Activity Confirmation form shows the reconciliation of the Victims Compensation Quarterly Report. Contact your DCJ Grant Manager if you have questions.
IT IS PREFERRED THAT FORMS ARE SUBMITTED ELECTRONICALLY; HOWEVER, PAPER SUBMISSIONS ARE ACCEPTABLE, BUT NOT BOTH. DUE DATES ARE THE SAME REGARDLESS OF DELIVERY METHOD

<table>
<thead>
<tr>
<th>Calendar Quarters</th>
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<tbody>
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<tr>
<td>October 1 – December 31</td>
<td>January 15</td>
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</table>

If the due date falls on weekend or a non-business day, the report is due the next Business Day.

B. Narrative Report - Quarterly and Final – (DCJ Form 2)

Applicable to the following Grant Programs:
- Colorado Justice Assistance Grant (JAG) Program, LLEG, PREA
- Colorado National Criminal History Improvement Program (NCHIP)
- Colorado Paul Coverdell Forensic Science Improvement Grant
- Colorado Title II Formula Grant Program, PREA
- Colorado's Juvenile Accountability Block Grant Program (JABG)
- Residential Substance Abuse Treatment Program (RSAT)
- Colorado Sexual Assault Response Project (SARP)
- Colorado Sexual Assault Services Program (SASP)
- S.T.O.P. Violence Against Women Act (VAWA) Formula Grant Program, PREA
- Victims of Crime Act (VOCA) Assistance
- Adam Walsh Act Implementation Grant Program (AWA)

The Narrative Report is used to report on progress made in meeting the Statement of Work, including Goals and Objectives and performance measures, and to report obstacles which may have caused problems or delays in implementing the project. Check the Special Conditions and other exhibits within your Grant Agreement for any special reporting requirements.
The Narrative Report has several formats based on the Grant Program (Programs) as the forms are tailored to address Program specific goals and data elements. Some Programs use the same form for both Quarterly and Final Narrative Reports while other Programs utilize separate forms. Check your Grant Agreement or with your DCJ Grant Manager, if you are unsure of which Narrative Report template(s) to use.

**FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE. DUE DATES ARE THE SAME REGARDLESS OF DELIVERY METHOD.**

1. **Quarterly Narrative Report:** One signed copy of Quarterly Narrative Report, with signatures of the Project Director, must be received by DCJ within fifteen (15) days after the end of each Calendar Quarter.

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<thead>
<tr>
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<tbody>
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<td>January 15</td>
</tr>
</tbody>
</table>

If the due date falls on weekend or a non-business day, the report is due the next Business Day.

Projects with Start Dates other than the first day of a Calendar Quarter must still report at the end of the Calendar Quarter; and if the Grant does not end on a Calendar Quarter, the report is due fifteen (15) days after the end of the Grant Award Period.
Example of a *Grant Award Period* outside of *Calendar Quarter*:

**Grant Award Period**: 05/01/16 to 04/30/17

First Quarter Reporting Period: 4/1/16 to 6/30/16, only record expenditures from the grant *Start Date* through the end of the *Calendar Quarter* (5/1/16 to 6/30/16). Only 2 months of expenditures are recorded during this *Calendar Quarter*.

Last Quarter Reporting Period: 4/1/17 to 6/30/17, only record expenditures from the beginning of the *Calendar Quarter* through the end of the *Grant Award Period* (4/1/17 to 04/30/17). Only (1) one month of expenditures are recorded during this *Calendar Quarter*. This last Quarterly report is due fifteen (15) days after the end of the *Grant Award Period* (5/15/17).

2. **Final Narrative Report**: If a Final Narrative is required, one signed copy of the Final Narrative Report, with signatures of the *Project Director* must be received by *DCJ* no later than forty-five (45) days after the end of the *Grant Award Period*. The Final Narrative Report summarizes Grant Award activity and includes an impact statement for the entire Grant Award Period.

C. **SASP Federal Annual Progress Report (Fed Form 2-SASP)**

Applicable to the following *Grant Programs*:
- Colorado Sexual Assault Services Program (SASP)

The SASP Federal Annual Progress report is used to report annual statistical information to Office on Violence Against Women (OVW), and must be submitted within sixty (60) days of the end of the calendar year.

**Forms will either be submitted via GMS (Uploaded or Entered) or Emailed, but not both. Electronic signatures on forms should be provided whenever possible. Due dates are the same regardless of delivery method. If the due date falls on weekend or a non-business day, the report is due the next Business Day.**

D. **VAWA Federal Annual Progress Report (Fed Form 2-VAWA)**

Applicable to the following *Grant Programs*:
- S.T.O.P. Violence Against Women Act (VAWA) Formula Grant Program

The VAWA Federal Annual Progress report is used to report annual statistical information to Office on Violence Against Women (OVW) and must be submitted by sixty (60) days of the end of the calendar year.
FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE. DUE DATES ARE THE SAME REGARDLESS OF DELIVERY METHOD. IF THE DUE DATE FALLS ON WEEKEND OR A NON-BUSINESS DAY, THE REPORT IS DUE THE NEXT BUSINESS DAY.

E. Victims Compensation Payment Request (DCJ Form 6)

Applicable to the following Grant Programs:
Federal Crime Victims Compensation Program

The Grantee must submit the Victims Compensation Payment Request payment request form to request and receive Grant Funds. Regulations require Grantees to draw down and expend these funds within ten (10) days of receipt.

Requested funds must reflect reported expenditures on the Quarterly Victim Compensation Financial Activity Confirmation Report (DCJ Form 1-VC). Quarterly Financial Reports, with the signature of the Project Director, with the signature of the Project Director, are due within fifteen (15) days of the end of the Calendar Quarter. Payment Requests will be held or denied if quarterly reports are delinquent.

Grantee should allow at least thirty (30) days after the form is submitted to DCJ to receive the state warrant (check) or Electronic Funds Transfer (EFT) for the requested funds and should plan accordingly.

FORMS WILL EITHER BE SUBMITTED VIA GMS (UPLOADED OR ENTERED) OR EMAILED, BUT NOT BOTH. ELECTRONIC SIGNATURES ON FORMS SHOULD BE PROVIDED WHENEVER POSSIBLE. DUE DATES ARE THE SAME REGARDLESS OF DELIVERY METHOD. IF THE DUE DATE FALLS ON WEEKEND OR A NON-BUSINESS DAY, THE REPORT IS DUE THE NEXT BUSINESS DAY.

F. Other Reports

Other reports or data required by the Federal Awarding Agency or by DCJ for the administration of the Grant Program. Special reporting requirements and/or non-quarterly reporting dates will be specified in your Grant Agreement.

1. Justice Assistance Grant (JAG): JAG accountability measures are utilized to understand the impact of JAG funding as it relates to JAG and the Bureau of Justice Assistance’s (BJA’s) mission. The BJA Performance Measurement Tool (federal PMT system) supports BJA Grantees ability to identify, collect, and report performance measurement data on activities funded by their award. It is a requirement that every Grant Award
funded through the Justice Assistance Grant Funds must use the PMT to report quarterly within fifteen (15) days of the end of the Calendar Quarter.

2. **Victims of Crime Act (VOCA) Assistance funds**: The Grantee must submit performance reports on the performance metrics identified by the Office for Victims of Crime (OVC), and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that VOCA Victim Assistance funds have had on services to crime victims within the jurisdiction. As of October 1, 2015, the Recipient (DCJ) must submit (and, as necessary, require Subrecipients to submit) such information quarterly.

3. **Crime Victims Compensation**: The Grantee must submit performance reports on the performance metrics identified by the Office for Victims of Crime (OVC), and in the time and manner required by OVC. This information on the activities supported by the award funding will assist in assessing the effects that Crime Victims Compensation funds have on services to crime victims within the jurisdiction. As of October 1, 2015, the Recipient (DCJ) must submit (and, as necessary, require Subrecipients to submit) such information quarterly.

4. **Juvenile Accountability Block Grant (JABG)**: JABG are data indicators used to determine Program performance. Specifically, performance measures gauge a Program's progress toward achieving predetermined goals and emphasize the efficiency, quality, outcome and effectiveness of the Program's goods and services. The Office of Juvenile Justice and Delinquency Prevention (OJJDP) Data Collection and Technical Assistance Tool (DCTAT) supports OJJDP’s ability to identify, collect, and report performance measurement data on activities funded by their award. All Grantees awarded Juvenile Accountability Block Grant Funds must submit the appropriate JABG Data Collection form within fifteen (15) days of the quarter close date. This data collection form is completed in addition to the OAJJA Narrative Report-Quarterly (DCJ Form 2Q).

5. **Juvenile Justice and Delinquency Prevention Title II Formula Grants Program (Title II)**: Title II are data indicators used to determine Program performance. Specifically, performance measures gauge a Program’s progress toward achieving predetermined goals and emphasize the efficiency, quality, outcome and effectiveness of the Program’s goods and services. The Office of Juvenile Justice and Delinquency Prevention (OJJDP) Data Collection and Technical Assistance Tool (DCTAT) supports OJJDP ability to identify, collect, and report performance measurement data on activities funded by their award. All Grantees awarded Juvenile Accountability Block Grant Funds must submit the appropriate JABG Data Collection form within fifteen (15) days of the quarter close date. This data collection form is completed in addition to the OAJJA Narrative Report-Quarterly (DCJ Form 2Q).
## Summary of Common Reporting Forms

Refer to previous text and particular forms for further detail. Individual Programs may require additional forms.

<table>
<thead>
<tr>
<th>Form Name</th>
<th>Due Dates</th>
<th>Signatures *</th>
<th>DCJ Form Number**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Financial Report (Quarterly)</td>
<td>Due 15 days after the end of the calendar quarter (January 15, April 15, July 15, October 15); and if the grant does not end on a calendar quarter, fifteen (15) days after the end of the Grant Award Period.</td>
<td>Financial Officer Project Director</td>
<td>DCJ Form 1-A</td>
</tr>
<tr>
<td>Financial Report (Final)</td>
<td>Due forty-five (45) days after the end of the Grant Award Period.</td>
<td>Financial Officer Project Director</td>
<td>DCJ Form 1-A</td>
</tr>
<tr>
<td>Project Income Report (Quarterly)</td>
<td>Due 15 days after the end of each calendar quarter</td>
<td>Financial Officer Project Director</td>
<td>DCJ Form 1-B</td>
</tr>
<tr>
<td>Project Income Report (Final)</td>
<td>Due 45 days after the end of each Grant Award Period or the required percentage of earned project income is expended, whichever is later.</td>
<td>Financial Officer Project Director</td>
<td>DCJ Form 1-B</td>
</tr>
<tr>
<td>Payment Request</td>
<td>Quarterly due 15 days after the end of each calendar quarter; Final due 45 days after the end of the Grant Award Period; Payment Request frequency other than Quarterly requires Prior Approval</td>
<td>Project Director</td>
<td>DCJ Form 3</td>
</tr>
<tr>
<td>Equipment Inventory/Retention Certification</td>
<td>Equipment Acquired: due 30 days upon receipt of equipment; Grant Award Period End: due 45 days after the end of the Grant Award Period; Final Disposition; due 45 days after the equipment has reached final disposition.</td>
<td>Project Director</td>
<td>DCJ Form 5</td>
</tr>
<tr>
<td>Equipment Procurement Certification</td>
<td>Prior to any purchase of equipment. [Prior Approval Required]</td>
<td>Project Director</td>
<td>DCJ Form 13</td>
</tr>
<tr>
<td>Consultants/Contracts Certification</td>
<td>Prior to contract execution with the contractor [Prior Approval Required]; After contract execution and prior to the disbursement of monies to Consultant/Contractor</td>
<td>Project Director</td>
<td>DCJ Form 16</td>
</tr>
<tr>
<td>Certificate of Compliance - Office of Civil Rights</td>
<td>Due to DCJ with signed Grant Agreement</td>
<td>Project Director Signature Authority</td>
<td>DCJ Form 30</td>
</tr>
<tr>
<td>Conference Policy and Certification</td>
<td>Due no later than 120 days prior to the conference</td>
<td>Project Director</td>
<td>DCJ Form 31</td>
</tr>
<tr>
<td>Certification of Match</td>
<td>Due to DCJ with signed Grant Agreement</td>
<td>Signature Authority / Controller</td>
<td>DCJ Form 32</td>
</tr>
</tbody>
</table>
Summary of Common Modification Forms

<table>
<thead>
<tr>
<th>Form Name</th>
<th>Due Dates</th>
<th>Signatures *</th>
<th>DCJ Form Number**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Budget Revision</td>
<td>Due at least 30 days prior to deviating from the current approved budget</td>
<td>Project Director</td>
<td>DCJ Form 4-A</td>
</tr>
<tr>
<td>Change in Project Officials</td>
<td>Due 15 days following a change in Project Director, Financial Officer, or Signature Authority.</td>
<td>Project Director or Signature Authority</td>
<td>DCJ Form 4-B</td>
</tr>
<tr>
<td>Change in Grant Award Period</td>
<td>Due no later than sixty (60) days before the end of the Grant Award Period [Prior Approval Required]</td>
<td>Project Director</td>
<td>DCJ Form 4-C</td>
</tr>
<tr>
<td>Modification of Other Grant Agreements</td>
<td>Due 30 days prior to deviating from the current approved Grant Agreement [Prior Approval Required]</td>
<td>Project Director</td>
<td>DCJ Form 4-D</td>
</tr>
</tbody>
</table>

Summary of Program Specific Forms

<table>
<thead>
<tr>
<th>Form Name</th>
<th>Due Dates</th>
<th>Signatures *</th>
<th>DCJ Form Number**</th>
</tr>
</thead>
<tbody>
<tr>
<td>Victim Compensation Financial Activity Confirmation Report</td>
<td>Quarterly due 15 days after the end of each calendar quarter.</td>
<td>Project Director</td>
<td>DCJ Form 1-VC</td>
</tr>
<tr>
<td>Narrative Report (Quarterly)</td>
<td>January 15, April 15, July 15, October 15, and if the grant does not end on a calendar quarter, thirty (30) days after the end of the Grant Award Period.</td>
<td>Project Director</td>
<td>DCJ Form 2</td>
</tr>
<tr>
<td>Narrative Report (Final)</td>
<td>If required, forty-five (45) days after the end of the Grant Award Period.</td>
<td>Project Director</td>
<td>DCJ Form 2</td>
</tr>
<tr>
<td>SASP Federal Annual Progress &amp; Statistical Report</td>
<td>Due within sixty (60) days of the end of the calendar year.</td>
<td>Project Director</td>
<td>Fed Form 2-SA</td>
</tr>
<tr>
<td>VAWA Federal Annual Progress Report</td>
<td>Due within sixty (60) days of the end of the calendar year.</td>
<td>Project Director</td>
<td>Fed Form 2-VW</td>
</tr>
<tr>
<td>Victim Compensation Cash Request</td>
<td>Due fifteen (15) days after the end of each calendar quarter.</td>
<td>Project Director</td>
<td>DCJ Form 6</td>
</tr>
</tbody>
</table>

* Signatures are required for paper forms submitted to DCJ (electronic signatures preferred). One signed copy of each form, with the signature(s), is required.

** Form may be identified by either the Form Name or the DCJ Form Number.
Chapter 4: Record Keeping Responsibilities and Rules on Use of Budgeted Funds

Review of Records

DCJ, the U.S. Department of Justice, the DOJ Office of Inspector General, Comptroller General of the United States, or any of their authorized representatives must have the right to access any documents, papers, or other records of Grantee and Subgrantee, which are pertinent to the Grant Award, in order to make audits, examinations, excerpts, and transcripts. During monitoring and site visits, staff may require access to and review of all records.

The right of access is not limited to the required Retention Period; it will last as long as the records are retained. See Chapter 5 – Grant Close-out Procedures for more detailed instructions on theRetention of Records.

Accounting System Criteria

The Grantee and any Subgrantees are required to establish and maintain an Accounting System and financial records to accurately account for the receipt, obligation, and expenditure of both Grant Funds and Matching Funds. All federal money received must be recorded as federal funds to be included in the Grantee agency’s audit report. Detailed accounting records and documentation must track all of the following information:

- Federal Grant Funds awarded
- Federal Grant Funds requested and received
- Expenditures of both the Grant Funds and Matching Funds
- Matching Funds of State, local, and private organizations, when applicable
- Project Income (earned and expended)
- Subawards (amount, purpose, award conditions, and current status)
- Contracts expensed against the award

An adequate Accounting System collects and reports financial data for planning, controlling, measuring, and evaluating Direct and Indirect Costs. The Grantee may use any state or federally accepted Accounting System which meets the following minimum criteria:
A. Categorize Revenues and Expenditures

The system must categorize ALL Grant Award revenues and expenditures by funding source(s). (See Appendix A - Federal Programs Administered by DCJ for the CFDA number applicable to the Grant Award). Each Grant Award must be tracked separately whether or not it is a new or continuation project. Funds awarded for one project may not be used to support another project.

B. Commingling of Funds

The Accounting System must ensure that Grant Funds received and expended through any DCJ Grant Award are not Commingled with funds from other funding sources. Each award must be accounted for separately. Grantees are prohibited from Commingling funds on either a Program-by-Program basis or project-by-project basis (i.e. each individual Grant Award, even if received annually, must be accounted for separately).

Grant Funds specifically budgeted and/or received for one project may not be used to support another. Where a Grantee’s Accounting System cannot comply with this requirement, the Grantee must establish a system to provide adequate fund accountability for each Grant Award.

C. Internal Controls

The system must be designed with an adequate method of Internal Controls to safeguard the funds. Expenditures must be tracked and reconciled to the General Ledger. If the agency has more than one source of funds, Subledgers will be necessary and a process must be in place to reconcile to the General Ledger. The system must also provide cost and property controls to ensure optimal use of Grant Award funds, conformance with management policies, and any general or Special Conditions of the Grant Award.

D. Broad Budget Categories

The Accounting System must allow expenditures to be classified by Grant Award in the broad Budget Categories listed in the Approved Budget (i.e. Personnel, Supplies and Operating, Travel, Equipment, Consultants/Contracts, and Indirect Costs).

E. Submission of Reports

The system must contain adequate expenditure information for the prompt and proper submission of Financial Report – Quarterly or Final- (DCJ Form 1-A) and Project Income–Quarterly or Final- (DCJ Form 1-B) reports. Amounts reported on the Financial Report must match and be reconciled to the

If any component(s) of the program are Subgranted or Contracted, the Grantee remains responsible for all aspects of the Subaward/Contract, including proper accounting and financial record keeping.
accounting Subledger or General Ledger.

**Accounting Controls**

The Grantee’s Accounting System must ensure that Grant Funds, Cash Match, and In-kind Match obligated in the Grant Award are properly expended. Grant Funds and the required Matching Funds may be expended only for goods and services as detailed in the Approved Budget. Any expenditure that is Unallowable with Grant Funds is also Unallowable with the obligated Matching Funds.

**Grant Funds** used to purchase goods must be obligated prior to the **End Date** of the **Grant Award**; services must be provided within the approved **Grant Award Period**. Project costs incurred before or after the approved Grant period cannot be paid with **Grant Funds** or **Matching Funds**.

The budget is broken down into the following broad **Budget Categories**: Personnel, Supplies and Operating, Travel, Equipment, Consultants/Contracts, and Indirect Costs. Not all projects will have Approved Budget amounts in each Budget Category. The Grantee should regularly compare actual expenditures with Approved Budget amounts in each Budget Category.

**If a revision of the Approved Budget is anticipated, contact DCJ Grant Manager and complete a Budget Revision form (DCJ Form 4-A) for approval prior to revision. Submission of a budget revision request does not guarantee an approval. Approved Budget changes may require an additional Grant Agreement Modification.**

Supporting documents such as invoices must be kept to verify all entries made in the **Accounting System**, be clearly marked with the **Grant Number**, and be approved for payment by the **Project Director**. The Grantee must ensure that it will retain all project records in accordance with the proper record retention requirements. Chapter 5 – **Grant Close-out Procedures** for more detailed instructions on the **Retention of Records**.

**Unallowable Costs**

**Unallowable Costs** are prohibited as a Direct charge or through an Indirect Costs pool applied to the **Grant Award**. An organization is not prohibited from incurring **Unallowable Costs** but they cannot be recovered either directly or indirectly under the **Grant Award**. **Grant Funds** and **Matching Funds** may not be spent for the following **Unallowable Costs**:

1. Land acquisitions.
2. Bonuses or Commissions (Incentive compensation may be allowable in certain circumstances, consult your DCJ Grant Manager prior to such an expenditure (§ 200.430(f))).
3. Prohibited and Controlled (Military Type) Equipment.
4. Lobbying, political contributions, and legislative liaison activities. More detailed information regarding lobbying prohibitions and exemptions are available from DCJ upon request.
5. Expenses of organized fund-raising (this includes salaries of persons while engaged in these activities and also includes grant writing).
7. State and Local Sales Taxes (Some taxes may be allowable in certain circumstances, consult your DCJ Grant Manager prior to such an expenditure (§ 200.470)).
8. Other Unallowable Costs including:
   a. Entertainment expenses (including sporting events and social events – any event where alcohol is served or consumed is considered a social event; therefore, NO costs associated with that event are allowable and CAN NOT be paid for with federal funds.)
   b. Fines and penalties.
   c. Credit card fees.
   d. Passport charges.
   e. Tips.
   f. Alcoholic beverages/bar charges.
   g. Membership fees to organizations whose primary activity is lobbying.
9. Unallowable Travel costs.
   a. Lodging costs if they exceed the federal per diem (for events requiring lodging for 30 or more people). If the lodging rate is not the Federal per diem rate or less, none of the lodging costs associated with the event are allowable costs to the award.
   b. Personal expenses, such as personal hygiene items, laundry.
   c. Lunch when travel is wholly within a single day.
   d. If an event provides a meal(s), per diem reimbursement is not allowed for those meals.
10. Limit on Use of Grant Funds for Employee Compensation. You may not use Federal Grant Funds to pay cash compensation (salary plus bonuses) to any Employee at a rate that exceeds 110 percent of the annual maximum salary payable to a member of the Federal Government’s Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year.
11. Costs incurred before the project Start Date or after the expiration of the project period.
12. No OJP funds can be used to purchase food and/or beverages for any meeting, conference, training or other event.
13. Other items such as trinkets, incentives, and gift cards are generally unallowable, but in specific instances, with Prior Approval, may be allowed. Contact your DCJ Grant Manager.
14. Further Unallowable Costs may be found in the DOJ Grants Financial Guide or by calling your DCJ Grant Manager.

**Interest Earned**

**Grantees** should minimize the time elapsed between receiving **Grant Funds** and the disbursement of those funds to pay for **Grant Award** expenses. State, local government, Indian tribe, or nonprofit organization may keep interest up to $500 per federal fiscal year earned on advances of federal **Grant Funds**; however, DCJ generally does not advance funds. If you have interest earned contact your DCJ Grant Manager.

*Interest earned on advances of federal dollars is never considered Project Income.*

**Matching Funds**

**Matching Funds** requirements, if any, are set forth in the **Approved Budget**. The minimum **Matching Funds** requirement is mandated by the **Program** guidelines as a portion of the **Approved Budget**.

*In-kind and Cash Match are subject to the same rules & requirements as the Grant Funds.*

Some **Programs** do not require **Matching Funds**, some require **Cash** and/or **In-kind Match**, and some require a **Cash Match** only. **Grantees** must maintain financial records which clearly show the source, the amount, and the date of receipt and expenditure of all **Matching Funds** contributions during the **Grant Award Period**.

Failure to spend the minimum required **Matching Funds** will reduce the amount of the **Grant Funds**. Please advise your **DCJ Grant Manager** immediately if the **Program** does not believe it will meet the **Matching Funds** requirements.

**A. Cash Match**

**Cash Match** is a designated amount of non-federal dollars the **Grantee** is required to use for the project in addition to the **Grant Funds**. It includes actual cash spent by the **Grantee** (or **Subgrantee**) for budgeted costs of the project including salaries for individuals working on the project.

The **Cash Match** must be spent during the **Grant Award Period**. Failure to spend the minimum required **Cash Match** will reduce the amount of the **Grant Funds**. The **Cash Match** in the **Approved Budget** may not be used as a **Matching Funds** source for any other funding,
B. In-Kind Match

In-kind Match is a designated amount of non-cash donations the Grantee is required to use for the project in addition to the Grant Funds. It includes volunteer time (personal services), donated Equipment, materials, supplies, space, or services applied to the project for budgeted costs of the project. All donations must be assigned a dollar value based on fair market value and appear in the Approved Budget. The basis for determining the valuation of In-kind Match must be documented by the Grantee.

The In-kind Match must be spent/supplied during the Grant Award Period. Failure to spend/supply the minimum required In-kind Match will reduce the amount of Grant Funds. The In-kind Match in the Approved Budget may not be used as a Matching Funds source for any other funding.

Minimum Cash on Hand

Grantee should request funds based upon immediate disbursement/reimbursement requirements. Grantee should time their drawdown requests to ensure that Grant Funds cash on hand is the minimum needed for disbursements/reimbursements to be made immediately or within ten (10) days of receipt.

Supplanting

Grant Funds must be used to supplement existing funds for Program activities and not replace/supplant those funds that have been appropriated for the same purpose. Supplanting will be the subject of application review, as well as pre-award review, post-award monitoring, and audit. If there is a potential presence of Supplanting, the Grantee will be required to supply documentation demonstrating that the reduction of non-federal resources occurred for reasons other than the receipt or expected receipt of federal Grant Funds. For certain Programs, a written certification may be requested by the Federal Awarding Agency or DCJ stating that federal funds will not be used to Supplant state or local funds.

Budget Categories and Record Maintenance

Expenditures are allowed in a Budget Category if the Approved Budget allows for such an expense.

A. Personnel

This Budget Category includes paid personnel of the Grantee agency whose salaries and/or fringe benefits, or a portion thereof, will be paid by Grant Funds and/or Matching Funds. The Grantee must have written personnel policies and procedures which address: work hours, holidays, vacations, sick leave, overtime pay, compensatory time, termination, qualifications, written job descriptions, and equal employment opportunity policies.
In addition to normal payroll records, accurate time and attendance records must be maintained on all personnel whose salary or volunteer time is charged to the project. See Appendix E – Sample Time and Attendance Sheet for a sample of an acceptable time sheet.

Time and attendance records must include:

1. The date
2. Employee’s name
3. Total daily hours charged to the project by funding source
4. Employee’s signature
5. Supervisor’s signature (if not Project Director)
6. Project Director’s signature

When volunteer time is used as In-kind Match it should be included in this Budget Category with an assigned hourly rate. Grantee must provide documentation as to how the hourly rate was calculated.

Project Officials must ensure that Employees working on the project are not receiving dual compensation.

Awards of more than $250,000

You may not use federal Grant Funds to pay cash compensation (salary plus bonuses) to any Employee at a rate that exceeds 110 percent of the annual maximum salary payable to a member of the Federal Government’s Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year.

1. Compensation for salary plus bonuses are applicable to any award of more than $250,000.
2. A Grantee may compensate an Employee at a higher rate, provided the amount in excess of the limitation is paid with non-federal Grant Funds. For Employees who charge only a portion of their time to an award, the allowable amount to be charged to that award is equal to the percentage of time worked on the grant times the maximum salary limit (110% of SES salary).

B. Supplies and Operating

This Budget Category includes expendable supplies, space cost, telephone, printing, copying, tuition, registration fees for conferences, software, training, lease or rental of Equipment, vehicles and maintenance Contracts on Equipment, vehicles and any

Consultants/Contractors are not paid under this Budget Category.
individual items with a unit cost less than $5,000.

Effective October 21, 2011, OJP funding cannot be used to purchase food and/or beverages for any meeting, conference, training or other event, unless OJP approves funding due to exceptional circumstances. This restriction does not apply to water provided at no cost, but does apply to any and all other refreshments, regardless of the size or nature of the meeting. Contact your DCJ Grant Manager if you have any questions on this policy.

Dated receipts or invoices are required for all Supplies and Operating expenses. All invoices must be labeled with the Grant Number and approved for payment by the Project Director. Invoices should be marked “paid” and controls should be set up to ensure that duplicate payments are not made.

Payments should not be made unless there is evidence that goods and/or services have been received. The order date and the date of receipt should be indicated to ensure that costs are allowable.

If there is a service or cost which is shared by more than one project or agency, the bill should clearly show the dollar amount that applies to each project or Grant Award.

C. Travel

This Budget Category includes all travel including authorized airfare, mileage, and lodging, and travel-related meal reimbursement expenses in the Approved Budget. A travel reimbursement request must document all travel expenses with receipts attached. Any travel reimbursement request used must include the name and signature of the person traveling, destination and purpose of trip, date of trip, time of departure and return, Grant Number, and signature of the Project Director.

Allowable travel and per diem rates are based on local written and established travel policies. If a Grantee does not have travel policies, it must use the state travel policy.

NOTE: Items not considered Travel expenses are tuition and registration fees (even if they include lodging and/or subsistence), vehicle gas, and maintenance on project or government-owned vehicles. These types of costs must be shown in the Supplies and Operating Budget Category.

D. Equipment

Equipment means tangible personal property (including information technology systems)
having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000.

1. **Prior Approval:** If the Approved Budget contains an Equipment line, additional DCJ approval is required prior to the purchase of Equipment by submitting and receiving an approval on an Equipment Procurement Certification (DCJ Form 13) form. The Grantee is required to document its Procurement procedures and maintain this documentation in the Grant File.

2. **Inventory and Retention:** Records regarding purchased Equipment must be maintained and submitted to DCJ. Complete and submit an Equipment Inventory/Retention Certification (DCJ Form 5) for each piece of Equipment (unit cost of $5,000 or more) purchased, in whole or in part, with Grant Funds or Matching Funds. Submit to DCJ at the following times for each piece of Equipment, 1) after initial Procurement, 2) at the end of the Grant Award Period, and 3) at Final Disposition.

   The Equipment Inventory/Retention Certification contains the following information:
   - Description of the property
   - Serial number or other identification number
   - Source of the property, including the Federal Award Identification Number
   - Identification of the title holder
   - Acquisition date
   - Cost of the property
   - Percentage of Federal participation in the cost of the property
   - Location of the property
   - Use and condition of the property
   - Disposition data, including the date of disposal and sale price

Receipts or invoices with order and delivery dates are required for all Equipment items. Prior to any payments being made, the Project Director must approve payment by signing the invoice.

The Grantee must have an effective system of property management and controls to safeguard against loss, damage, or theft of Equipment. Any loss, damage, or theft must be investigated, fully documented, and reported to DCJ.

**Ownership of Equipment**

Unless more specific rules are identified by the federal Grant Program, Equipment acquired with federal Grant Funds and/or Matching Funds will vest in the Grantee organization. However, use, management and Disposition rules still apply.
Use of Equipment

Grantees must use Equipment acquired under an award for the authorized Program or project purposes for which it was acquired as long as needed, whether or not the project or Program continues to be supported by federal funds. When no longer needed for the original Program or project, the Equipment may be used in other activities currently or previously supported by any federal agency.

- Use for other Federal projects. Grantee must also make Equipment available for use on other projects or Programs currently or previously supported by the federal government, provided the use does not interfere with the work on the projects or Programs for which it was originally acquired. First preference for other use should be given to other Programs or projects supported by the Federal Awarding Agency under which the Equipment was acquired.

- User fees. User fees should be considered and treated as Project Income to the project, when appropriate. During the time the federal government retains an interest in the Equipment the Grantee must not use Equipment acquired with federal Grant Funds to provide services for a fee that is less than private companies charge for equivalent services, unless doing so is specifically authorized by law.

- Replacement equipment. When acquiring replacement Equipment, Grantee may use the Equipment to be replaced as a trade-in, or may sell the Equipment and use the proceeds to offset the cost of the replacement Equipment, subject to the written approval of DCJ.

Management of Equipment

Grantees must use procedures for managing Equipment (including replacement Equipment) acquired in whole or in part with federal Grant Funds, until Disposition takes place, that, at a minimum, meet the following requirements:

- Inventory. Grantee must take a physical inventory of the property and reconcile the results with the property records at least once every 2 years.

- Maintenance procedures. Grantee must establish and use adequate maintenance procedures to keep the property in good condition.

- Control system. Grantee must have a control system in place with adequate safeguards to prevent loss, damage, and theft.
  
  o Promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records.
  
  o Provide, at a minimum, the equivalent insurance coverage for Equipment acquired with federal Grant Funds that the Grantee owns.
  
  o Grantee is responsible for replacing or repairing property that is willfully or
negligently lost, stolen, damaged, or destroyed.

- **Proper sales procedures.** If authorized or required to sell the property, the *Grantee* must establish proper sales procedures to ensure the highest possible return.

**Disposition of Equipment**

*Grantee* must dispose of the *Equipment* when original or replacement *Equipment* acquired under the *Federal Award* is no longer needed for the original project, or for other activities currently or previously supported by a *Federal Awarding Agency*, as follows:

- If the item to be disposed of has a current per-unit fair market value of **$5,000 or less**, you may retain, sell, or otherwise dispose of it with no further obligation to the *Federal Awarding Agency*.

- If the item has a current per-unit fair market value of **more than $5,000**, you may retain or sell it, but the *Federal Awarding Agency* will have a right to a specific dollar amount. Calculate this amount by multiplying the current market value or proceeds from the item sale by the *Federal Awarding Agency*’s share of the *Equipment* (i.e. the *Federal Awarding Agency*’s percentage of participation in the cost of the original purchase). The seller is also eligible for limited sale and handling costs of $500 or 10% of the proceeds, whichever is less.

- In cases where you fail to take appropriate *Disposition* actions, the *Federal Awarding Agency* may direct you to take other *Disposition* actions.

**Equipment Acquired with Edward Byrne Memorial Justice Assistance Grant Program Funds Special rules**, apply to the ownership, use, and *Disposition* of *Equipment* and *Supplies* purchased with Edward Byrne Memorial Justice Assistance Grant Program (Byrne JAG) *Grant Funds* awarded by the Bureau of Justice Assistance (BJA).

- Title to all *Equipment* purchased with Byrne JAG *Grant Funds* vests in the criminal justice agency or non-profit organization that purchased the property, if it certifies to *DCJ* that it will use the property for criminal justice purposes.

- If such certification is not made, title to the property shall vest in *DCJ*, which shall seek to have the property used for criminal justice purposes elsewhere in the State prior to using it or disposing of it in any other manner.

- When *Equipment* is no longer needed for criminal justice purposes, disposal of *Equipment* should be in accordance with State procedures, with no further obligation to the *Federal Awarding Agency*. 
E. Consultants/Contracts

This Budget Category includes services provided to the project by outside Contractors who are under Contract with the Grantee. Refer to Appendix D – Consultants/Contracts Services regarding the determination of Subaward versus Contract and Employee versus Independent Contractor.

If any component(s) of the program are Subcontracted, the Grantee remains responsible for all aspects of the Contract, including proper procurement methods, accounting and financial record keeping.

Prior Approval: If the Approved Budget contains a Consultants/Contracts line, additional DCJ approval is required, 1) prior to executing a legal binding document, if applicable; and 2) after Contract Execution and prior to the disbursement of any monies in the Consultants/Contracts Budget Category in the Approved Budget.

DCJ recommends that Grantees obtain legal assistance if they have questions with regard to Contract terms. Grantees should secure Consultants/Contracts services through competitive negotiation whenever possible. See Appendix D – Consultants/Contracts Services for more detail.

All expenses for Consultants/Contracts must be supported by a valid, signed Contract between the Grantee (Signature Authority) and the Contractor, and by detailed invoices from the Contractor, which have been approved for payment by the Project Director. These invoices are the basis for payment and must show time and activity records that should include at a minimum the dates, times, and types of services provided.

The Grantee must not award any Contract to any individual or organization that is debarred or proposed for debarment from participation in federal assistance Programs. The Grantee must check to see that any Contract to any individual or organization is registered with the System for Award Management (SAM) with a valid DUNS Number, and not on the federal Excluded Parties List. Both SAM registration and the Excluded Parties List are located at: www.sam.gov.

F. Indirect Costs

Indirect Costs are costs of an organization that are not readily assignable to a particular project, but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as Indirect Costs include those incurred for facility operation and maintenance, depreciation, and administrative salaries.

DCJ will accept either a Federally Approved Indirect Cost Rate or the De Minimis Indirect Cost Rate.
**Federally Negotiated Indirect Costs Rate:**

The *Federal Awarding Agency* will not approve *Indirect Cost Rates* beyond the direct *Recipient* level; however, *Grantees* who are also direct *Recipients* of other *Federal Awards* may already have a *Federally Approved Indirect Cost Rate* (e.g. Agency “A” may receive an award from **DCJ** as a *Grantee*, but may also receive a direct *Federal Award* from a *Federal Awarding Agency*). If you have a *Federally Approved Indirect Cost Rate* then that rate applies, you may not use the *De Minimis Indirect Cost Rate*. See Appendices III – VII of 2 C.F.R. § 200 for further guidance.

**“De Minimis” Cost Rate**

The *De Minimis Indirect Cost Rate* may be used if the *Grantee* does not have a *Federally Approved Indirect Cost Rate*, and is NOT required to have a *Federally Approved Indirect Cost Rate*.

1. The *De Minimis Indirect Cost Rate* is 10% of the Modified Total Direct Costs (MTDC).

2. When using this method, costs must be consistently charged as either *Indirect* or *Direct Costs*, but may not be double charged or inconsistently charged as both. Also, if this method is chosen then it must be used consistently for all *Federal Awards*.

3. This base includes all *Direct* salaries and wages, applicable fringe benefits, materials and supplies, services, *Travel*, and *Subawards up to the first $25,000 of each Subaward* (regardless of the period of performance of the *Subawards* under the award).

4. *MTDC* excludes *Equipment*, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each *Subaward* in excess of $25,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of *Indirect Costs*, and with the approval of the *Federal Cognizant Agency*.

**Indirect FAQs:**

1. **Can the Grantee ask for less Indirect Costs than they are eligible for?** Yes

2. **Can I request less Indirect Costs than the Federally Approved Indirect Cost Rate or De Minimis Indirect Cost Rate?** Yes

3. **Can the Grantee use Indirect Costs as Matching Funds?** Yes

4. **Can the Grantee use Unrecovered Indirect Costs as Matching Funds?** Yes, but only with prior Federal Approval. Unrecovered Indirect Costs, including *Indirect Costs* on cost sharing or *Matching Funds* may be included as part of cost sharing or matching only with the Prior Approval of the Federal Awarding Agency.
5. **Does the Federal Rate apply to the MTDC?** No. The *Modified Total Direct Costs* (MTDC) applies to the *De Minimis Indirect Cost Rate* NOT to the *Federally Approved Indirect Cost Rate*. Example: If the Grantee has a *Federally Approved Indirect Cost Rate* of 34.5% you need to find out what the base is for that rate and apply the 34.5% to that base.

6. **If I have a Federally Approved Indirect Cost Rate can I use the De Minimis Indirect Cost Rate?** No

**Other Administrative Requirements**

**A. Published Materials**

*Project Directors* are encouraged to make the results and accomplishments of their project activities available to the public.

1. All materials published or resulting from award activities, including videos, must contain an acknowledgement of the *Federal Awarding Agency* support (verbal or printed) as follows: “This project was supported by federal grant(s) [insert *Federal Grant Number found on Grant Agreement*] awarded by the [insert the name of specific office/bureau], through the *Division of Criminal Justice, Colorado Department of Public Safety.*” Refer to the *Special Conditions on the Grant Agreement* for further information.

2. The publication must not convey U.S. Department of Justice, the DOJ official recognition or endorsement of the Grantee’s project simply based on having received funding.

3. Any publication related to grant activities should include the following statement: “The opinions, findings, and conclusions or recommendations expressed in this publication/Program/exhibition are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Justice nor the *Division of Criminal Justice, Colorado Department of Public Safety.*”

4. All publication and distribution agreements with a publisher must include provisions giving DCJ and the federal government a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the publication for federal government purposes.

**B. Contract Management System (CMS)**

State law, including C.R.S. §24-103.5-101, State Fiscal Rules, Policies and Guidance, requires that a Grantee’s performance, excluding state agencies, be evaluated as part of normal contract administration and that performance be systematically recorded in the statewide *Contract Management System (CMS)*. Performance information shall be entered into CMS by DCJ and a final rating shall be rendered after the end of the *Grant Award Period* for awards.
equal to or greater than $100,000. Contact your DCJ Grant Manager for any questions concerning compliance with CMS.

C. Federal Funding Accountability and Transparency Act (FFATA)

The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act) requires the Office of Management and Budget (OMB) to maintain a single website that contains information on all federal spending awards. The purpose of FFATA is to provide the public with information on how their tax dollars are spent. For grants of $25,000 or more, FFATA requires data be submitted by DCJ including: name of entity receiving award, amount of award, Federal Awarding Agency, CFDA Program number for grants, Program source, Federal Award Project Description, location of the entity, place of performance, unique identifier of the entity, and total compensation and names of top five executives. DCJ is responsible for entering this information on the FFATA website. Contact your DCJ Grant Manager for any questions concerning FFATA.
Chapter 5: Grant Close-out Procedures

This chapter provides additional information specific to Grant Award Close-out. Detailed information about reporting forms may be found in Chapter 3: Required Reports and Notifications, and detailed record retention information may be found in Chapter 4: Record Keeping Responsibilities and Rules on Use of Budgeted Funds.

Final Reports and Records

A. Final Financial Report (DCJ Form 1-A)

All Grantees must submit a final financial report of actual total expenditures, Grant Funds and Matching Funds for the Grant Award Period. The Final Financial Report may be combined with the last Quarterly Financial Report only if all invoices and expenses have been paid and the report is submitted no later than fifteen (15) days after the end of the Grant Award Period. If the last Quarterly Financial Report is not marked final and does not contain all final expenditures, then an additional Final Financial Report is due no later than forty-five (45) days after the end of the Grant Award Period.

For grants with required Matching Funds: if the TOTAL EXPENDED funds are less than the Approved Budget, you must maintain the percentage of Matching Funds participation indicated in the Grant Agreement. For example, if the total Approved Budget for the project included 25% Matching Funds and 75% federal Grant Funds, then the amount spent must also reflect the 25/75% split. The Matching Funds expenditures may need to be recalculated, based on the final total Grant Funds expenditures, to maintain this percentage.

If your Federal Award amount from DCJ was not expended or matched at the required percentage at the end of the Grant Award Period, federal Grant Funds will be reduced. Please contact your DCJ Grant Manager immediately if the Grantee will not expend all of the Grant Funds

B. Final Narrative Report (DCJ Form 2)

All Grantees must report on the progress made during the Grant Award Period towards the terms of the Grant Agreement such as Goals and Objectives. If a Final Narrative is required, it is due no later than forty-five (45) days of the end of the Grant Award Period. Not all Grant Programs have a final narrative; some Grant Programs either collect cumulative data on the last quarterly report, or use all the quarterly reports to assess the overall project’s progress.

Reporting requirements are made available at the beginning of the grant. Data elements to be collected should be reviewed at the beginning of the project to ensure requirements will
be met.

NOTE: If your Program is subject to a Performance Measurement Tool (PMT) additional reporting will be required.

C. DCJ Form 1-B, Project Income

Federal guidelines require that if a project generates income, the Grantee must report the percentage of that income that is equal to the percentage of federal support for the project. Project Income reporting must include both earnings and expenditures. For example, if the federal funds were 75% of the Approved Budget, the Grantee will need to report 75% of the total Project Income when it is spent. A final Project Income (DCJ Form 1-B) must be submitted no later than forty-five (45) days after the end of the Grant Award Period if the required amount of Project Income has been expended, unless final amounts were reported in the last quarter.

D. DCJ Form 5, Equipment Inventory

If your project purchased Equipment, this form must be submitted for each Equipment item no later than forty-five (45) days after the end of the Grant Award Period, and AGAIN upon final Disposition of the Equipment, which may extend beyond the Grant Award Period. Records must be maintained for three (3) years after final Disposition. If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until the litigation, claims, or audit findings involving the records have been resolved. Refer to the form for more detailed instructions.

Retention of Records

1. The Grantee must ensure that it will retain all project records, as required to facilitate an effective audit, for three (3) years after the project has been closed by DCJ. This shall be no later than six (6) months after the Grant Award End Date, unless otherwise notified by the DCJ Grant Manager (e.g. if the grant ended 9/30/2016, the Grant File must be maintained through 03/30/2020).
   a. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final Disposition.
   b. Records for Project Income transactions after the Grant Award Period. In some cases recipients must report Project Income after the Grant Award Period. Where there is such a requirement, the Retention Period for the records pertaining to the earning of the Project Income starts from the end of the Grantee’s fiscal year in which the Project Income is earned.

Failure to expend Project Income prior to the end of the Grant Award Period will reduce the amount of the federal grant.
2. If an audit, litigation or other legal proceedings is in progress and/or the findings of a completed audit have not been resolved satisfactorily, then records must be retained beyond the three-year period until such issues are resolved.

3. Grant records include all financial records (including Project Income records), supporting documents, statistical records, and all other records pertinent to the grant. These include books of original entry, source documents supporting accounting transactions, the General Ledger, subsidiary ledgers, personnel and payroll records, consultant/volunteer time and activity reports, canceled checks, related documents and records. Source documents include copies of the Grant Agreement, required financial and narrative reports, and forms. Grant records may be stored in an electronic format but must be accessible.

4. Records must be maintained separately from any previous grants that provided funding, or any future grants that will continue funding for the project. (Example: a 2016 Justice Assistance Grant File must be maintained separately from the 2017 Justice Assistance Grant File.)

5. For certain Programs, such as Victims Compensation, specific retention guidelines can be obtained by contacting the State Archivist at http://www.colorado.gov/dpa/doit/archives/.
Chapter 6: Audit Requirements and DCJ Monitoring Guidelines

Federal Audit Requirements

All Grantees shall submit a copy of a recent Audit or Financial Review as part of the Grant Application for funds and during the Grant Agreement process in accordance with the following:

A. Due Date:

1. **Project Start**: The Grantee must submit the most recent Audit or Financial Review, including the corresponding Management Letter, to DCJ within thirty (30) days of request; and, if the most recent Audit/Financial Review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the Start Date of the Grant Award Period.

2. **Project End**: The Grantee will procure an Audit or Financial Review, incorporating the Grant Award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The Audit or Financial Review incorporating the Grant Award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the End Date of the Grant Award, or within thirty (30) days of the completion of such Audit or Financial Review, whichever is earlier.

B. Report/Audit Type:

1. If the Grantee entity expended $750,000 or more in Federal funds (from all sources including Pass-Through Subawards) in the organization’s fiscal year the Grantee organization is required to arrange for a Single Organization-wide Audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

   The Federal Audit Clearinghouse (FAC) requires all entities receiving a Federal Award to use the Internet Data Entry System (IDES) to submit Standard Form-Single Audit Component (SF-SAC) and the Single Audit Reporting package online. To review the submission requirements and create an online report ID, visit FAC’s website at [http://harvester.census.gov/fac/collect/ddeindex.html](http://harvester.census.gov/fac/collect/ddeindex.html).

2. If the Grantee expends less than $750,000 in Federal funds (from all sources including Pass-Through Subawards) in the organization’s fiscal year the Grantee organization is required to arrange for either an Audit or Financial Review as follows:

   a. **Grantees** that have revenue greater than or equal to $300,000 from all sources during the entity’s fiscal year are required by DCJ to obtain a Financial Audit.
   
   b. **Grantees** that have revenue less than $300,000 from all sources during the entity’s fiscal year are required by DCJ to obtain a Financial Audit or Financial Review. A compilation is not sufficient to satisfy this requirement.
C. Additional Audit Requirements:

1. If the Grantee’s financial records are a component of a larger agency Audit, the Grantee has the responsibility to obtain the Audit report from the reporting entity and send such Audit report to DCJ. Example: if the Grantee were the county sheriff’s office, the county’s Audit report would be required.

2. DCJ and the Colorado Department of Public Safety reserve the right to require an Audit and to examine and/or Audit any financial records of any Grantee during the Grant Award Period and within three (3) years following the conclusion of the final Audit that covered Grant Award Period.

3. In cases of continued inability or unwillingness on the part of the Grantee to conduct or supply a requested Audit, DCJ reserves the right to impose any sanctions, as described in Title 2 C.F.R. Subpart F (§ 200.500 et seq.) and Remedies of Noncompliance (§ 200.338), upon the Grantee until such time as a requested Audit is received by DCJ.

4. Grantees requesting more information regarding Audit requirements should contact their independent auditing firm or the appropriate DCJ Grant Manager for clarification of any requirements.

D. Audit findings or failure to comply:

1. The Grantee is responsible for the cost of an Audit required by DCJ in the event that the Audit report or Financial Review:
   a. does not meet the applicable federal audit or DCJ standards;
   b. is not submitted in a timely manner; or,
   c. does not provide an audit response with a corresponding corrective action plan sufficient to satisfy any Audit findings.

2. DCJ or the Federal Awarding Agency (OJP or OVW, as appropriate) may withhold Grant Funds, or may impose other related requirements, if (as determined by DCJ or the Federal Awarding Agency) the Grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

Guidelines for DCJ Monitoring of Grantees

A. Introduction

Both federal and state fiscal rules and regulations require that DCJ establish and carry out activities that will track, document, and measure the use of granted funds for the following purposes:
1. Compliance with federal and state requirements, regulations and laws;
2. Quantitative and qualitative data collection;
3. Progress in meeting Goals and Objectives;
4. Evaluation, outcome measures and project effectiveness;
5. Strategic planning and collaborative activities at the state and local level; and
6. Reporting to state and federal funding sources, the governor, state legislature, stakeholders, and customers.

Monitoring activities, which may vary among different funding sources, are supplemented by Technical Assistance and training to educate Grantees and other customers about the intent and purpose of the funds. Additionally, fiscal, Administrative and Programmatic grant management practices, referrals to other sources of information, and training opportunities may be reviewed. In many Programs, DCJ staff may provide additional specialized training and/or Technical Assistance in content areas pertinent solely to that Program.

B. DCJ’s Monitoring Philosophy

DCJ places the highest value on accountability through consistent, fair, open and reasonable reporting by its Grantees. The purposes of monitoring and oversight are: (a) to document the work DCJ and its Grantees are doing using federal or state Grant Funds; (b) to ensure that the Grantee agency is meeting applicable state and federal Programmatic and Financial Requirements, intent, rules and requirements for the use of the funds; and (c) to identify Technical Assistance or training needs.

Except for a Grantee’s willful disregard of funding requirements or suspected fraudulent activity, DCJ’s philosophy is to work collaboratively with an agency to identify and correct any problems. However, a Grantee’s continued inability or unwillingness to meet the requirements for use of federal or state Grant Funds may result in a range of appropriate responses, from the establishment of Special Conditions to termination of a Grant Award.

Each DCJ unit that administers grants shall establish a monitoring plan, which includes a percentage or number of on-site visits to be conducted each year. The plan should also describe other types of monitoring activities and tools that will be utilized in each Program.

C. Types of Monitoring:

In practice, the term monitoring is used to describe both the broad overall system of reviewing and tracking the use of federal, state, Matching Funds and Project Income, and the more specific day-to-day review processes that assure a particular Grantee is in compliance with federal and state rules and regulations as they meet the Goals and Objectives of the Grant Agreement.
Scope of Review Process: Monitoring processes occur along a continuum from limited scope monitoring to comprehensive monitoring.

1. **Limited Scope Monitoring** is designed to evaluate and address specific concerns and issues or review specific portions of a project. The monitoring may include a site visit, desk monitoring, or phone or email contacts.

2. **Comprehensive monitoring** can be described as an in-depth program, financial and administrative review. It is designed to sample elements of many or most aspects of the project. A comprehensive site visit may be used to help evaluate the success, efficiency and the compliance of a Grantee. A comprehensive visit requires thorough preparation, follow up, and documentation. The process will require the completion and submission of a monitoring questionnaire prior to the visit.

These monitoring processes include the following, all of which may be supplemented by Technical Assistance and training.

**Desk Monitoring:** Review of financial and narrative reports, audit reports, correspondence and other written documentation or oral communication provided by the Grantee agency. Desk monitoring may also include the completion and submission of a monitoring checklist by the Grantee to assess compliance. Desk monitoring is performed continuously throughout the course of the Grant Award Period.

**Telephone and Email Contacts:** Direct communication with the Grantee by telephone or email to ask or answer questions and check on the progress of the project.

**In-Office Visits:** Reviews or assistance provided to Grantees at the DCJ offices, and any follow-up activities to resolve concerns.

**On-site Monitoring:** A visit to the project site to review one or more aspects of the grant project, and any follow-up activities to resolve concerns. Grant Awards will be selected for on-site monitoring each year based on requirements of individual funding sources and/or risk designation.

It is the policy of DCJ that most DCJ Grantees will receive an On-site monitoring visit from DCJ staff every one (1) to four (4) years dependent on Programmatic requirements and/or risk assessment.

D. **Risk Assessments**

A risk assessment is performed at the onset of each Grant Award by a DCJ Grant Manager. The risk assessment is based on several factors including, but not limited to:
1. Audit and/or Financial Review;
2. Past reporting performance with DCJ Grant Awards (financial and programmatic report submissions);
3. Past responsiveness with DCJ Grant Manager;
4. Failure to comply with terms and conditions of past or current DCJ Grant Awards;
5. Has a history of unsatisfactory performance;
6. Is not financially stable;
7. Financial Management Questionnaire completed by the Grantee at the time of the application process;
8. Changes in key project staff;
9. Large dollar amounts;
10. Complexity of project;
11. Issues with subgrants or subcontracts; or
12. Politically sensitive or high visibility projects.

High Risk Determination

A Grantee that has been designated as High Risk may have additional Special Conditions imposed and incorporated on the Grant Agreement, and undergo comprehensive monitoring.

E. Indicators for Additional Monitoring

Site visits may be conducted for a variety of reasons; including but not limited to:

1. Periodic routine reviews of grant projects;
2. Reviews of specific issues or items of interest;
3. Reviews prioritized by level of funding, types of funding, and number of DCJ grants received by the Grantee;
4. Response to perceived problems or issues;
5. Response to Audit exceptions;
6. Contact with new staff or new Programs;
7. Response to request for assistance; and/or
8. Information gathering, and/or Technical Assistance.

When monitoring is done in response to a perceived problem or concern, it is generally for one of the following reasons:

Common Problems

1. Late quarterly reports or reports lacking required information;
2. Wrong Grant Number on forms or correspondence;
3. Grantee not using the Administrative Guide;
4. Payment requests not submitted or completed incorrectly;
5. Expenditures in unauthorized Budget Categories on reports;
6. No expenditures;
7. Spending too quickly or too slowly;
8. Discrepancies between narratives and financial reports;
9. Approved Budget figures are wrong on quarterly financial reports;
10. Financial reports reflect Matching Funds not being spent;
11. Program start-up delayed or extended period of non-activity;
12. Not meeting Goals and Objectives; or
13. Signing authorities incorrect or not changed officially.

More Difficult Problems

1. On-going minor problems that are not resolved;
2. Pattern of spending in the wrong Budget Category;
3. On-going misunderstandings; or
4. Unresponsive to request for information.

Potentially Serious Problems

1. Allegations of misuse of funds;
2. Allegations of misconduct or violations of grant conditions;
3. Audit exceptions requiring follow-up; or
4. Failure to comply with previous requests.
F. Top Ten Monitoring Findings

Experience has shown that the top ten monitoring findings are as follows:

1. Financial and/or Narrative Reports not submitted timely or accurately;
2. Accounting procedures need improvement and/or no documentation to support accounting transactions;
3. Suspension and Debarment Certifications not obtained for Subawards or Contractors/Subcontractor;
4. Failure to make progress towards the Goals and Objectives of the projects;
5. Failure to track and/or provide the appropriate Matching Funds;
6. Internal Controls are weak or need improvement including inadequate segregation of duties;
7. Unallowable Costs charged to the grant;
8. Cash management procedures need improvement;
9. Inadequate Procurement policies and/or procedures;
10. Failure to comply with Special Conditions such as Equal Employment Opportunity (EEO) Plan documentation, completion of civil rights training and implementation, and Limited English Proficiency (LEP) policies and procedures.
Chapter 7: Termination or Reduction of Grant

Termination or Reduction in Grant Award Amount for Cause

DCJ will monitor the performance of the Grantee for compliance with the required Goals, Objectives and performance standards. DCJ will engage in a formal written process to notify the Grantee of corrective actions needed on the grant, failure to comply may result in termination or reduction of the Grant Award. DCJ will provide reasonable Technical Assistance as needed; however, substandard performance as determined by DCJ may result in reduction or termination of the Grant Award as follows:

A. Reduction in Grant Award Amount for Cause

1. DCJ may reduce the total Grant Award for cause, without compensation.

2. Before the state reduces the Grant Award for cause it will provide written notification to the Grantee stating the reasons for reduction and the date the Grant Award will be reduced.

3. In the event the Grant Award is reduced for cause, DCJ will only reimburse the Grantee for acceptable work or deliverables received prior to the date of reduction, not to exceed the reduced Grant Award. Payment to the Grantee may be withheld at the discretion of DCJ until a Financial and Programmatic Review is completed by DCJ.

B. Termination for Cause

1. DCJ may terminate the Grant Award for cause, without compensation for termination costs.

2. If the state determines it is necessary to terminate the grant for cause it will provide written notification to the Grantee stating the reasons for termination and the date the Grant Award will be terminated.

3. In the event the Grant Award is terminated for cause, DCJ will only reimburse the Grantee for acceptable work or deliverables received up to the date of termination, not to exceed the Grant Award. Final payment to the Grantee may be withheld at the discretion of DCJ until a Financial and Programmatic Review is completed by DCJ.

Termination for Convenience/Public Interest

1. In the case a Grantee does not believe the obligations outlined under the Grant Award are achievable, the Grantee will submit written notification to DCJ immediately detailing the reasons for requested termination. Termination will not be effective until the written notification is provided by DCJ.
2. The Grant Award may be terminated by DCJ if, in the opinion of DCJ, it is in the best interest of the State of Colorado to terminate the Grant Award.

3. If the Grant Award is terminated for convenience or public interest by either the Grantee or the State, DCJ will only reimburse the Grantee for acceptable work or deliverables received up to the date of termination, not to exceed the Grant Award. Final payment to the Grantee may be withheld at the discretion of DCJ until a Financial and Programmatic Review is completed by DCJ.

Termination or Reduction due to Availability of Funds

If Grant Funds are not appropriated, or otherwise become unavailable to fund this Grant Award, the State may immediately terminate the Grant Award in whole or in part without further liability.

Reduced Need of Original Award Amount

In the event that funds will not be fully utilized by the Grantee based on a reduced need for the funds, the Grantee must notify DCJ in writing, indicating the reasons for reducing the original award.

Upon approval, DCJ may issue an amendment to the Grant Agreement indicating the revised award amount and setting forth any applicable Special Conditions.

Special Note: Equipment Purchased Under a Terminated Grant

Any Equipment purchased under the grant may revert, at the discretion of DCJ, to DCJ upon termination of the grant for any of the reasons mentioned in this section. Standard Disposition reporting procedures contained in the DCJ Form 5 should be followed and the completed form sent to DCJ.
# Appendix A - Federal Programs Administered by DCJ

## Department of Justice (DOJ): Office of Justice Programs (OJP)

### A. Bureau of Justice Assistance (BJA)

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Grant Name</th>
<th>CFDA #</th>
</tr>
</thead>
<tbody>
<tr>
<td>LLEG</td>
<td>Local Law Enforcement Grant (subset of JAG)</td>
<td>16.738</td>
</tr>
<tr>
<td>JAG</td>
<td>Edward Byrne Memorial Justice Assistance Grant Program</td>
<td>16.738</td>
</tr>
<tr>
<td>JAG PREA</td>
<td>Colorado JAG PREA Reallocation</td>
<td>16.751</td>
</tr>
<tr>
<td>JRJ</td>
<td>John R. Justice Prosecutors and Defenders Incentive Act</td>
<td>16.816</td>
</tr>
<tr>
<td>RSAT</td>
<td>Residential Substance Abuse Treatment for State Prisoners</td>
<td>16.593</td>
</tr>
<tr>
<td>Second Chance</td>
<td>Second Chance Act Reentry Initiative</td>
<td>16.812</td>
</tr>
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</table>

### B. Bureau of Justice Statistics (BJS)

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Grant Name</th>
<th>CFDA #</th>
</tr>
</thead>
<tbody>
<tr>
<td>NCHIP</td>
<td>National Criminal History Improvement Program</td>
<td>16.554</td>
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### C. National Institute of Justice (NIJ)

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Grant Name</th>
<th>CFDA #</th>
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<tbody>
<tr>
<td>Coverdell</td>
<td>Paul Coverdell National Forensic Sciences Improvement Grant</td>
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</table>

### D. Office of Juvenile Justice and Delinquency Prevention (OJJDP)

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<thead>
<tr>
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<tbody>
<tr>
<td>JABG</td>
<td>Juvenile Accountability Block Grant</td>
<td>16.523</td>
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<tr>
<td>Title II</td>
<td>Juvenile Justice and Delinquency Prevention</td>
<td>16.540</td>
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<tr>
<td>Title II –PREA</td>
<td>Title II PREA Reallocation</td>
<td>16.735</td>
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### E. Office for Victims of Crime (OVC)

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Grant Name</th>
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<tbody>
<tr>
<td>CVCDCMEP</td>
<td>Vision 21 - Colorado Victim Compensation Database and Case Management Enhancement Project</td>
<td>16.826</td>
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<tr>
<td>Victims Comp.</td>
<td>Crime Victim Compensation</td>
<td>16.576</td>
</tr>
<tr>
<td>VOCA</td>
<td>Crime Victim Assistance</td>
<td>16.575</td>
</tr>
<tr>
<td>VOCA Training</td>
<td>Crime Victim Assistance/Discretionary Grants</td>
<td>16.582</td>
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</table>
F. **Office of Sex Offender Sentencing, Monitoring, Apprehending, Registering, and Tracking (SMART)**

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Grant Name</th>
<th>CFDA #</th>
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<tbody>
<tr>
<td>AWA</td>
<td>Support for Adam Walsh Act Implementation Grant Program</td>
<td>16.750</td>
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Department of Justice (DOJ): Office on Violence Against Women (OVW)

<table>
<thead>
<tr>
<th>Acronym</th>
<th>Grant Name</th>
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<tbody>
<tr>
<td>SARP</td>
<td>Encourage Arrest Policies- Sexual Assault Response Project</td>
<td>16.590</td>
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<tr>
<td>SASP</td>
<td>Sexual Assault Services Formula Program</td>
<td>16.017</td>
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<tr>
<td>VAWA</td>
<td>Stop Violence Against Women Formula Grant</td>
<td>16.588</td>
</tr>
</tbody>
</table>
ACORD Certificate of Insurance Checklist

1) **Date:** Date the certificate was issued.
2) **Producer:** The Insurance Broker that wrote the policy. Information should include Insurance Broker name, address, and phone.
3) **Contact Info:** Producer's additional agent contact information.
4) **Insured:** Name of the company or person who owns the insurance policy. The complete name and address MUST be in the box.
5) **Insurers Affording Coverage:** These are the insurance companies providing coverage. Look for the corresponding letter (A, B, C, etc.) in the "INSR LTR" Box on the left side of the certificate.
   ✓ The grade must be greater than or equal to B.
6) **Commercial General Liability:** The letter indicates which insurance company is providing this coverage.
   ✓ The **Commercial General Liability** box MUST be checked.
   ✓ MUST include coverage for premises operations, fire damage, *Independent Contractors*, products and completed operations, blanket contractual liability, personal injury, and advertising liability.
   ✓ **OCCUR** box MUST be checked.
   ✓ **ADDL INSD** box MUST be checked with "X" or "Y".
   ✓ **SUBR WVD** box MUST be checked with "X" or "Y".
   ✓ **POLICY NUMBER AND EFFECTIVE DATE** MUST be completed. Performance on the *Grant Award/Contract* MUST begin within the policy period. Certificate of insurance must be updated if the policy effective date ends prior to the *Grant Award/Contract* end date.
   ✓ **LIMITS:** Minimum limits required by the State in all *Grant Awards/Contracts*:
   - $1,000,000 each occurrence;
   - $1,000,000 general aggregate;
   - $1,000,000 products and completed operations aggregate; and
   - $50,000 any one fire.
7) **Automobile Liability:** The letter indicates which insurance company is providing this coverage.
   ✓ The **ANY AUTO** box MUST be reviewed each time to determine status based on SOW, if waived then below items are marked "N".
✓ **ADDL INSD** box **MUST** be blank or marked "N".
✓ **SUBR WVD** box **MUST** be checked with "X" or "Y".
✓ **POLICY NUMBER AND EFFECTIVE DATE** **MUST** be completed. Performance on the *Grant Award/Contract* **MUST** begin within the policy period. Certificate of insurance must be updated if the policy effective date ends prior to the Performance *Grant Award/Contract* end date.
✓ **LIMITS**: Minimum limits required by the State in all *Grant Awards/Contracts*:
  • $1,000,000 each accident combined single limit.

8) **Umbrella Liability/Excess Liability**: The letter indicates which insurance company is providing this coverage. Optional per the type of work; may be used to increase general liability or general and automobile liability. If used,
  • **ADDL INSD** and **SUBR WVD** boxes **MUST** be checked with "X" or "Y"
  • and Policy Number and Effective Dates completed.

9) **Workers Compensation**: The letter indicates which insurance company is providing this coverage. Workers Compensation as required by State statute, and Employer’s Liability Insurance covering all of Grantee’s, Subgrantee’s, Contractor’s, and Subcontractor’s Employees acting within the course and scope of their employment. Required if Grantee, Subgrantee, Contractor, or Subcontractor has more than one Employee.

✓ **ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED?** Status of proprietor must be entered whether "Y" or "N". Proprietor/Partner/etc. are not required to be on policy so status must be established and appropriately marked.
✓ **ADDL INSD**: N/A
✓ **SUBR WVD** box **MUST** be checked with "X" or "Y".
✓ **POLICY NUMBER AND EFFECTIVE DATE** **MUST** be completed. Performance on the *Grant Award/Contract* **MUST** begin within the policy period. Certificate of insurance must be updated if the policy effective date ends prior to the Performance *Grant Award/Contract* end date.

10) **Box is empty** but should be used to list additional coverages: The letter indicates which insurance company is providing this coverage.

✓ **ADDL INSD** **MUST** be Blank or "N".
✓ **Professional Liability Insurance**: Commonly known as Errors and Omissions (E & O) Insurance. Required when Grantee, Subgrantee, Contractor, or Subcontractor is providing professional or technical services (medical, legal, engineering, architectural, real estate appraisal, computer programming, etc.), and must be a "claims-made" policy, a claim first reported during the policy term. The Grantee, Subgrantee, Contractor, or Subcontractor should agree to purchase a two-year extended reporting period following the *Grant Award End Date*. Required on *Grant Awards/Contracts* unless specifically waived in writing by *Grant Awards/Contract* Management.
• Professional liability $1,000,000 unless waived by the State.

✓ **Protected Information:** Liability insurance covering all loss of State Confidential Information, such as Personally Identifiable Information (PII), Protected Health Information (PHI), Payment Card Information (PCI), Tax Information, and Criminal Justice Information (CJI), and claims based on alleged violations of privacy rights through improper use or disclosure of protected information with minimum limits as follows:
  • $1,000,000 each occurrence; and
  • $2,000,000 general aggregate.

✓ **Crime Insurance:** Crime insurance including *Employee* dishonesty coverage with minimum limits as follows:
  • $1,000,000 each occurrence; and
  • $1,000,000 general aggregate.

✓ **LIMITS:** All other policy limits should meet state requirements or as required by *Grant Award/Contract*.

11) **Description of Operations/Locations/Vehicles:** This box is used to explain things such as the name and address of the project, naming the additional insured, cancellation provisions, etc., such as the following:

✓ **Naming of Additional Insured:** The State of Colorado and (specific Department name) (or Certificate Holder if the State is so listed) MUST be listed as an additional insured with the Additional Insured Endorsement either attached, or the form or endorsement number noted.

✓ **Primacy of Coverage:** *Grantee, Subgrantee, Contractor,* and *Subcontractor* coverage MUST be primary.

✓ **Other Grant Award/Contract specific provisions:** Can be listed here.

12) **Certificate Holder:** State of Colorado, including complete address.

13) **Cancellation:** The following cancellation notice is what the statute requires: “The above insurance policies shall include provisions preventing cancellation or non-renewal without at least 30 days prior notice to *Grantee, Subgrantee, Contractor,* and *Subcontractor* and *Grantee, Subgrantee, Contractor,* and *Subcontractor* shall forward such notice to the State within seven days of *Grantee, Subgrantee, Contractor,* and *Subcontractor* receipt of such notice.”

14) **Authorized Representative:** Certificate MUST be signed by an authorized representative of the insurance company or producer/broker.
Appendix C – Procurement

All *Procurement* transactions must be conducted in a manner providing full and open competition. The *Grantee* must maintain records sufficient to detail the history of *Procurement*. These records will include, but are not necessarily limited to the following: rationale for the method of *Procurement*, selection of *Contract* type, *Contractor* selection or rejection, and the basis for the *Contract* price.

**Procurement** of Goods and/or Services is distinctly different than a *Subaward*. A *Procurement* transaction includes the purchase of property or services needed to carry out the project or program under a Federal or State Grant Award. See Appendix D – *Consultants/Contracts* for more information on Subawards vs subcontracts.

Common errors:
- Method of payment, such as the use of a procurement card, does not replace the need for following a *Procurement* policy.
- Purchases should not be split to reduce purchasing thresholds for *Procurement*. 
State Agencies

State Agencies, regardless of funding source (federal, private, state), must use the Colorado Procurement Code.

Vendor Selection for:
State Agencies (regardless of funding source)

- Goods
  - Cost $0-$9,999.99
    - Discretionary: Competition not required
  - Cost $10,000+
    - Competition Required

- Goods & Services (Treat as Goods)
  - Cost $0-$24,999.99
    - Discretionary: Competition not required
  - Cost $25,000+
    - Competition Required

- Services
  - Cost $0-$24,999.99
    - Sole-Source Or Documented Quote
  - Cost $25,000-$149,999.99
    - Competitive Sealed Bid Or Request for Proposal
  - Cost $150,000+
    - Sole-Source Or Documented Quote

All purchases made under the Grant Award must be included in the Approved Budget. An Approved Budget does not qualify as Prior Approval.

Prior Approval must be obtained for:
- Equipment Purchases – see Equipment Procurement Certification Form (DCJ Form 13)
- Professional Services, Consultants & Subcontracts – see Consultants/Contract (DCJ Form 16)
A. Discretionary

Applies to aggregate Goods (supplies, operating, and Equipment) less than $10,000, from a single vendor; or for Services less than $25,000, from a single vendor. Competition is not required.

B. Informal Competition (Documented Quote)

Applies to aggregate Goods (supplies, operating, and Equipment) greater than or equal to $10,000, but less than $150,000, from a single vendor; or for Services greater than or equal to $25,000, but less than $150,000, from a single vendor. Procurement by Documented Quote under a grant will be accomplished through the use of state purchasing procedures (§24-103-204-03) or an equivalent local established procurement procedure.

C. Formal Competition - Competitive Sealed Bidding (IFB)

Applies to aggregate goods and services greater than $150,000. Bids are publicly solicited and a firm, fixed-price Contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest price. Procurement by sealed bids under a grant will be accomplished through the use of state purchasing procedures (§24-103-202a & R §24-103-202b) or an equivalent local established procurement procedure.

D. Formal Competition – Request for Proposals (RFP)

Applies to aggregate goods and services greater than $150,000. RFPs are generally used when factors other than price will be evaluated, or when objective criteria cannot be written. Awards must be made to the responsible firm (individual) whose proposal is most advantageous to the Program, with price and other factors considered. RFPs allow discussions conducted by central purchasing offices with vendors prior to award for the purpose of clarification and/or to obtain a Best and Final Offer (BAFO). Procurement by RFP under a grant will be accomplished through the use of state purchasing procedures (§24-103-203) or an equivalent local established procurement procedure.

E. Sole-Source (Non-Competitive Procurement)

Sole Source may be used when competition is required (see B, C, D above), but there is justification for non-competition. Competition must be solicited if doubt exists whether a Sole Source Procurement is appropriate. Sole Source Procurements are allowed when only one good or service will meet the need of the Grantee and when only one vendor can supply that good or service. If a proprietary item is required, a sole source circumstance may exist where:

1. The compatibility of Equipment, accessories, or replacement parts is the paramount consideration and the items are only available from one vendor;
2. A sole supplier’s item is needed for trial use or testing; or
3. Public utility services are procured, as in the case of a monopoly.

Procurement by *Sole-Source* under a grant will be accomplished through the use of state purchasing procedures (§24-103-205) or an equivalent local established procurement procedure.

**Non-State Agencies using Federal Grant Funds**

For procurement transactions using Federal *Grant Funds*, the *Grantee* must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified below. *Grantee* procurement standards may not be less restrictive than the guidelines below; but may be more restrictive only if it does not unduly restrict competition.

* *Sole Source procurements in excess of the Simplified Acquisition Threshold of ($150,000) must be approved by the grant-making component.*
A. Discretionary (Micro-Purchases)

The acquisition of supplies or services where the aggregate dollar amount does not exceed $3,500. To the extent practicable, the Grantee must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the Grantee considers the price to be reasonable.

B. Informal Competition (Small Purchases)

Applies to aggregate supplies, services, or other property greater than $3,500 but less than or equal to $150,000, from a single vendor. If small purchase procedures are used, price or rate quotations must be obtained and documented from an at least three (3) qualified sources.

C. Formal Competition – Sealed Bids (formal advertising)

Applies to aggregate goods and services greater than $150,000. Bids are publicly solicited and a firm, fixed-price Contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming to all material terms and conditions of the invitation for bids, is the lowest price. Procurement by sealed bids under a grant will be accomplished through the use of federal procedures (§200.320 (c)).

1. In order for sealed bidding to be feasible, the following conditions should be present:
   a. A complete, adequate, and realistic specification or purchase description is available;
   b. Two or more responsible bidders are willing and able to compete effectively for the business; and
   c. The procurement lends itself to a firm fixed price Contract and the selection of the successful bidder can be made principally on the basis of price.

   The sealed bid method is the preferred method for procuring construction, if the conditions in section 1 above apply.

2. If sealed bids are used, the following requirements apply:
   a. Bids must be solicited from an least three (3) known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
   b. The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
   c. All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;
d. A firm fixed price Contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

e. Any or all bids may be rejected if there is a sound documented reason.

D. Formal Competition – Competitive Proposals (RFP)

Applies to aggregate goods and services greater than $150,000. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type Contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

1. RFP must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

2. Proposals must be solicited from least three (3) qualified sources;

3. The Grantee entity must have a written method for conducting technical evaluations of the proposals received and for selecting Contractors;

4. Contracts must be awarded to the responsible firm whose proposal is most advantageous to the Program, with price and other factors considered; and

5. The Grantee may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors’ qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

E. Sole-Source (Non-Competitive Procurement)

Sole Source may be used when competition is required (see B, C, D above), but there is justification for non-competition. Competition must be solicited if doubt exists whether a Sole Source Procurement is appropriate. Procurement through solicitation of a proposal from only one source may be used only when one or more of the following circumstances apply:

1. The item is available only from a single source;

2. The public exigency or emergency for the requirement will not permit a delay resulting
from competitive solicitation;

3. The Federal Awarding Agency or DCJ expressly authorizes noncompetitive proposals in response to a written request from the Grantee; or

4. After solicitation of a number of sources, competition is determined inadequate.

**Sole Source Procurements** in excess of the Simplified Acquisition Threshold of $150,000, must be approved by the grant making component prior to purchase.

**Grantee Responsibilities**

1. The item(s) purchased must be necessary and the cost allowable;

2. The purchase must be non-duplicative (i.e. the item(s) must not already be available to the agency or already easily accessed by the agency);

3. The purchase must be cost-effective (i.e., best mix of quality, service, and cost for the specified need);

4. The purchase must be adequately documented (i.e., written documentation including transaction records, approved invoices and receipts) must be maintained in Procurement files;

5. Purchases must comply with state and federal regulations (i.e., the Procurement policy is followed, item(s) are approved and allowable);

6. Maintain oversight to ensure that Contractor’s perform in accordance with the terms, conditions, and specifications of their Contracts or purchase orders;

7. Enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for Procurement or use of common or shared goods and services;

8. Award Contracts only to responsible Contractors possessing the ability to perform successfully under the terms and conditions of a proposed Procurement;

9. Check the Excluded Parties List prior to entering into Contract with federal funds;

10. In accordance with good administrative practice and sound business judgment, be responsible for the settlement of all contractual and administrative issues arising out of Procurements;

11. Priority considerations should be given, when practical and economically feasible, to vendors that supply products and services and conserve natural resources, are energy efficient, and protect the environment;
12. Prior to an *Equipment* purchase, a purchase/lease comparison must be made to establish whether purchase is more cost-effective than leasing;

13. Must make available, upon request, technical specifications on proposed *Procurements* prior to solicitation; and

14. The *Grantee* may request that its *Procurement* system be reviewed by *DCJ* to determine whether its system meets these standards in order for its system to be certified.

### A. Additional State Requirements

1. Not solicit or accept money, loans, credits, or discounts for personal use and shall avoid the acceptance of personal gifts, entertainment, favors, or services from present or potential suppliers which might influence, or appear to influence purchasing decisions.

2. Provide an environment where all business concerns, large or small, majority or minority owned, are afforded an equal opportunity to compete for business with the State.

### B. Additional Federal Requirements

1. *Grantees* must take all necessary affirmative steps to assure that minority businesses, women’s business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:
   
   a. Placing qualified small and minority businesses and women’s business enterprises on solicitation lists;
   
   b. Assuring that small and minority businesses, and women’s business enterprises are solicited whenever they are potential sources;
   
   c. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women’s business enterprises;
   
   d. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women’s business enterprises;
   
   e. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
   
   f. Requiring the prime *Contractor*, if subcontracts are to be let, to take the affirmative steps.

2. The *Grantee’s Contracts* must contain the applicable provisions described in *Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards*.

### Written Procurement Policies

*Grantees* must have written procedures for *Procurement* transactions. These procedures must:
1. Ensure the *Procurement* transactions be conducted in a manner providing full and open competition consistent with the standards.

2. Ensure that *Contractors* that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals be excluded from competing for such *Procurements*.

3. Prevent unallowable restrictions to competition:
   a. Placing unreasonable requirements on firms in order for them to qualify to do business;
   b. Requiring unnecessary experience and excessive bonding;
   c. Noncompetitive pricing practices between firms or between affiliated companies;
   d. Noncompetitive *Contracts* to consultants that are on retainer *Contracts*;
   e. Organizational conflicts of interest;
   f. Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the *Procurement*; and
   g. Any arbitrary action in the *Procurement* process.

4. Prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference.

5. Ensure that all solicitations:
   a. Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.
   b. Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

6. Ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the *Grantee* must not preclude potential bidders from qualifying during the solicitation period.

7. There must be no conflict of interest (i.e. no financial, family, or other beneficial interest for any individual(s) associated with the agency making the purchase).
Appendix D – Consultants/Contracts Services

Prior Approval is required from DCJ before Consultants/Contracts expenditures are made. Grantees must use a Consultants/Contracts Certification (DCJ Form 16) to obtain this approval.

Subaward vs Contract Determination

The determination of whether a transaction is a Subaward or a Contract is the work that is performed.

A. Subaward

An entity that receives a Subaward from a pass-through entity to carry out part of a federal Program; but does not include an individual that is a beneficiary of such Program. The entity that issues the transactions does not receive a benefit.

B. Contractor and Subcontractors:

An entity that receives a Contract as a legal instrument by which an entity purchases property or services needed to carry out the project or Program under a Federal Award. A Contract is when the issuer of the transaction received a benefit, good, or service directly from the Contractor or Subcontractor.

C. Examples of Subaward vs Contractor

<table>
<thead>
<tr>
<th>Statement of Work</th>
<th>Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grantee determines eligibility for services provided</td>
<td>Subaward</td>
</tr>
<tr>
<td>The project for Direct Services (for the use and benefit of the issuing entity)</td>
<td>Contractor</td>
</tr>
<tr>
<td>The project is a partnership to achieve an Outcome</td>
<td>Subaward</td>
</tr>
<tr>
<td>Grantee is held to programmatic performance measures</td>
<td>Subaward</td>
</tr>
<tr>
<td>Grantee has programmatic decision-making</td>
<td>Subaward</td>
</tr>
</tbody>
</table>

Independent Contractor vs Employee Determination

Mistakenly classifying an Employee as an Independent Contractor can result in fines and penalties with the I.R.S. The I.R.S. has produced a number of documents that will assist an organization in determining whether an individual is an Independent Contractor or an Employee.

The following two websites will assist the Grantee in making that determination:

Excluded Parties List

The Grantee cannot enter into a financial arrangement with any party who is debarred from participation in federal assistance Programs.

All entities receiving a Federal Award, except individuals, must have a DUNS Number and have an active registration with SAM.gov. SAM.gov also houses the Excluded Parties List.

A. Check SAM using a DUNS Number?

1. Log into SAM.gov

2. Click on Search Records

3. Enter the DUNS and click search

4. Make sure that “Exclusion” is checked and click “View Details”
5. View any Exclusions. If any Exclusions are present you may not award to that Contractor or Subgrantee.

B. Check SAM without a DUNS Number?

1. Log into SAM.gov
2. Click on DATA ACCESS
3. Scroll down to “Exclusions Extract Data Package”. A file is generated every day and a complete file for each of the Last 7 days is available. Click on the highest number to open the most recent file.

Note: You must have Excel version 2007 or higher or the files will be truncated.

4. A Zip file will begin to download (check your pop-up blockers if a file doesn’t begin to download). Once the download is complete you may open and save the file.

5. The file should be searched using different criteria as names are represented in different ways. (Example: If you are searching for Robert Smith, you may also try Bob, Bobby, or Rob.) If the entity/individual you are searching for appears you must not award the subgrant or Contract.

**Contract Provisions**

All expenses for professional services/consultants must be supported by a valid signed Contract between the Grantee Signature Authority and the provider, and by detailed invoices from the provider, which have been approved for payment by the Project Director. The Contract must include the following minimum provisions:

1. Legal names of contracting parties including valid signatures.

2. *Statement of Work* expressed in clear, concise terms for tasks to be accomplished. The tasks, when accomplished, should produce results consistent with the project objectives.
3. *Contract* provisions should be drafted in such a way that the *Grantee* can easily determine what is being required on the *Contract* before payment is made. Statement of duties should be specific so that there is no question as to whether the *Contractor* is obligated (i.e. “the *Contractor* must do this work” and not, “this work will be required”).

4. Timelines with dates for the key tasks and deliverables.

5. Persons or committees who will approve reports or specific accomplishments and whether a portion of the *Contract* price is contingent upon that approval.

6. Payment rates that are in accordance with federal *Program* guidelines.

7. Detailed method of payment, including a section allowing the *Grantee* to withhold a portion of the final payment until all deliverables are received.

8. Certain suitable provisions for termination, including the manner of termination and the basis for settlement. Possible reasons for termination include: default in performance and convenience of *Grantee* (i.e. lack of federal funds). A remedies clause should also be included as this protects the *Grantee* as well as the interests of the State.

9. All *Contracts* shall include a provision to the effect that the *Grantee, DCJ*, the *Federal Awarding Agency*, and the Comptroller General of the United States or any of their duly authorized representatives, shall have access to any records pertinent to the grant for the purpose of audit and examination. Records must be retained for the period of time required by the *DCJ and Federal Awarding Agency*.

10. The *Grantee, DCJ* and the *Federal Awarding Agency* shall have irrevocable, non-exclusive, royalty-free license to reproduce, publish, and use and authorize others to use any materials, in whole or in part which are produced under a *Contract*.

11. Any *Contract* for computer programming must result in the *Program* being written in a form that would allow it to be used by other criminal justice agencies, with minor modifications and at a minimum cost, and it should remain in the public domain.

12. Some *Contracts* may require: personnel qualifications and credentials; licenses and insurance; confidentiality requirements; and warranty information. Check with your *DCJ Grant Manager* to see if these provisions need to be included in your *Contract*.

13. A vendor agreement and/or *Statement of Work* from the vendor that contains terms and conditions does not substitute for a valid *Contract*.

**General Consultants/Contracts Compensation Guidelines:**

Compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace.

1. Dual compensation is not allowed, i.e. the consultant is not receiving payment from more than one source for the same work.
2. Transportation and subsistence costs for travel do not exceed established local travel policies or, where no local policy exists, state travel regulations. These cost guidelines should be clearly detailed in the Contract.

3. The maximum daily rate for the consultants must not exceed $650 per 8 hour day ($81.25 per hour), excluding travel and subsistence cost.
   a. When the rate exceeds the limit for an 8-hour day, or a proportionate hourly rate (excluding travel and subsistence costs), a written Prior Approval by DCJ is required, refer to Consultants/Contracts Certification (DCJ Form 16). Rates above the established maximum threshold rate will be reviewed on a case-by-case basis. Justification for exceeding the established maximum rate may include where a rate is established through a competitive bidding process.
   b. An 8-hour day may include preparation, evaluation, and travel time in addition to the time required for actual performance.
   c. In order to calculate a rate of compensation for consultants associated with and employed by institutions of higher learning, divide the total compensation projected for 12 months by 260. If the resulting rate of compensation exceeds the maximum consultant rate established by the Federal Awarding Agency, written Prior Approval must be obtained.
   d. Compensation for consultants employed by State and local government will only be allowed when the unit of government will not provide these services without cost. If a State or local government Employee has been contracted to provide services that are related to his or her employment with the State or local government, the rate of compensation is not to exceed the daily salary rate for the Employee paid by the unit of government.
   e. If the State or local government Employee has been contracted to provide services that are unrelated to his or her employment with the State or local government, then the rate of compensation is based on the necessary and reasonable cost principles which cannot exceed the maximum rate allowed by the Federal Awarding Agency without prior written approval.

4. Rate comparison or competitive bidding must be used to procure consulting services.
# Appendix E – Sample Time and Attendance Sheet

**NAME OF EMPLOYEE _______________________________**
**TITLE OF EMPLOYEE _______________________________**
**MONTH AND YEAR _________________________________**

Enter all of the hours worked each day, by Grant # / Project. Enter partial hours in decimal format, e.g. 30 minutes is .5.

| DAY OF MONTH | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 | 14 | 15 | 16 | 17 | 18 | 19 | 20 | 21 | 22 | 23 | 24 | 25 | 26 | 27 | 28 | 29 | 30 | 31 | TOTAL HOURS |
|-------------|---|---|---|---|---|---|---|---|---|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|----|
| DAY OF WEEK |   |   |   |   |   |   |   |   |   |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |    |
| AUTHORIZED LEAVE CODE |
| GRANT # / PROJECT: |

**USE THE FOLLOWING CODES FOR PERIODS OF AUTHORIZED LEAVE:**

A = Annual Leave
S = Sick Leave
H = Holiday
Ad = Administrative Leave
M = Maternity Leave
LWOP = Leave Without Pay

______________________________
Employee’s Signature / Date

______________________________
Project Director’s Signature / Date

______________________________
Supervisor’s Signature (if not Project Director) / Date
Appendix F – Definitions of Terms

**Accounting System**: collects and reports financial data for planning, controlling, measuring, and evaluating Direct and Indirect Costs.

**Administrative Guide (Guide)**: Serves as the primary reference manual to assist entities receiving a DCJ Grant Award in fulfilling their fiduciary responsibility to safeguard Grant Funds and ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of your award. This Guide should be the starting point for all Grantees and Subgrantees in ensuring the effective day-to-day management of your awards.

**Administrative Requirements**: Grantees are required to adhere to the applicable law of their jurisdiction and the administrative rules in this Guide, the terms of the Grant Agreement, and must also adhere to all applicable uniform (grant) administrative requirements, set forth in 2 C.F.R. § 200 and other applicable law.

**Announcement of Availability of Funds (AAF) or “Announcement”**: Information made public to inform potential applicants about the availability of funds issued by the Division of Criminal Justice. The Announcement contains information regarding eligibility, application deadlines, how to apply, and other Programmatic Requirements.

**Applicant Agency**: The agency applying for funds from DCJ. If that applicant agency is awarded, it becomes the Grantee.

**Approved Budget**: The approved budget includes Federal funds, State funds, Matching Funds, Project Income, and any other funds obligated in the Grant Award. The approved budget is documented in the Grant Agreement document, any subsequent Grant Award Modifications, and the Budget Revision form (DCJ Form 4-A). NOTE: Budget changes requiring a Grant Award Modification are not effective until the Grant Award Modification document is fully executed. The most recent signed documentation supersedes previous Approved Budgets.

**Approved Budget Category**: A Budget Category that is part of the Approved Budget.

**Approved Statement of Work (SOW)**: The Statement of Work documented in the Grant Agreement document, any subsequent Grant Award Modifications, and the Modification of Other Grant Agreement Terms (DCJ Form 4-D). NOTE: Statement of Work changes requiring a Grant Award Modification are not effective until the Grant Award Modification document is fully executed.

**Audit**: An audit may include a Financial Audit, Single Audit or Program Audit. An audit provides the highest level of assurance on an organization’s financial statements. An audit provides assurance that an organization’s financial statements are free of
As material misstatement and are fairly presented based upon the application of generally accepted accounting principles. A non-Federal entity that expends $750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a Single Audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with §200.501 (c).

**Awarding Official**: Awarding is any person who by appointment or delegation in accordance with applicable regulations has the authority to enter into Contracts on behalf of the Agency.

**Budget Category**: Project costs are broken down into several different categories. DCJ common budget categories are Personnel, Supplies and Operating, Travel, Equipment, Consultant/Contracts, and Indirect Costs.

**Budget Revision**: The movement of funds from one budget category to another, or the addition or deletion of a Budget Category, or the addition of a line item not described in the Approved Budget. Requires Prior Approval by DCJ by submission of the Budget Revision form (DCJ Form 4-A).

**Business Day**: Any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.

**Calendar Quarter**: One of the four periods of three months each of a calendar year: January 1 to March 31; April 1 to June 30; July 1 to September 30; October 1 to December 31.

**Cash Match**: The designated amount of non-federal dollars the Grantee is required to use for the project in addition to the federal portion of Grant Award amount. It includes actual cash spent by the Grantee (or Subgrantee) for budgeted costs of the project including salaries for individuals working on the project. Also see Matching Funds.

**Catalog of Federal Domestic Assistance (CFDA)**: CFDA number means the number assigned to a Federal Program in the CFDA. CFDA Program title means the title of the Program under which the Federal Award was funded in the CFDA. The Catalog of Federal Domestic Assistance is a government-wide compendium of Federal Programs, projects, services, and activities that provide assistance or benefits to the American public. It contains financial and nonfinancial assistance Programs administered by departments and establishments of the Federal government. CFDA provides a full listing of all Federal Programs available to State and local governments (including the District of Columbia); federally-recognized Indian tribal governments; Territories (and possessions) of the United States; domestic public, quasi-public, and private profit and nonprofit organizations and institutions; specialized groups; and individuals.
**Close-out Procedures**: The process to determine if all applicable administrative actions and all required work of the grant have been completed.

**Cognizant Agency for Indirect Costs (Federal Cognizant Agency)**: Cognizant agency for **Indirect Costs** means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals on behalf of all Federal agencies. The cognizant agency for **Indirect Costs** is not necessarily the same as the cognizant agency for Audit.

**Commingling of Funds**: To combine funds into a common fund. The **Accounting System** must ensure that funds received and expended through any **DCJ Grant Award** are not commingled with funds from other funding sources. Each award must be accounted for separately. **Grantees** are prohibited from commingling funds on either a Program-by-Program basis or project-by-project basis (i.e. each individual **Grant Award**, even if received annually, must be accounted for separately).

**Computer Equipment**: General purpose, commercially available, mass-produced automatic data processing components, and support or ancillary items necessary for their operation.

**Colorado Department of Public Safety (CDPS)**: The state agency consisting of five divisions: Colorado Bureau of Investigation (CBI); Colorado State Patrol (CSP); **Colorado Division of Criminal Justice (DCJ)**; Colorado Division of Fire Prevention & Control (DFPC); Colorado Division of Homeland Security and Emergency Management (DHSEM). Additionally the CDPS Executive Director’s Office supports operations of the five divisions and houses the Colorado School Safety Resource Center (CSSRC) and Colorado Integrated Criminal Justice Information Systems (CJIS). CDPS is part of the Executive Branch of Colorado Government, specifically the Governor’s Office. The Executive Director of the CDPS is appointed by the Governor’s Office and is part of the Governor’s Cabinet. The duties, functions, and structure of the Executive Branch are defined by Article IV of the Colorado Constitution and further defined by Title 24 of the Colorado Revised Statutes.

**Contract Management System (CMS)**: Colorado State law, including C.R.S. §24-103.5-101, State Fiscal Rules, Policies and Guidance, requires that a Grantee’s performance, excluding state agencies, be evaluated as part of normal contract administration and that performance be systematically recorded in the statewide Contract Management System (CMS). Performance information shall be entered into CMS by **DCJ** and a final rating shall be rendered after the end of the **Grant Award Period** for awards equal to or greater than $100,000. Contact your DCJ Grant Manager for any questions concerning compliance with CMS.

**Contract Management System (CMS) Number**: Each record entered into the **Contract Management System** will have a unique identifier associated with it.
**Consultants/Contracts:** The *Budget Category* that includes any property/goods or services procured for the purpose of the *Grant Award*. All *Procurement* processes must follow *Procurement* rules.

**Contract:** A form of a legal binding contract between two parties. A contract contains specific terms between two or more parties in which there is a promise to do something in return for a valuable benefit known as consideration. The existence of a contract requires finding the following factual elements: a) a promise to perform; b) a time or event when performance must be made (meet commitments); c) terms and conditions for performance, including fulfilling promises; d) performance. A *Grant Agreement* is a form of a contract specific to *Grantees* receiving *Grant Funds*.

**Contract Execution:** A legal document that has been signed off by the people necessary for it to become effective. Contracts and are not fully effective until all parties involved have signed.

**Contractor:** An entity that receives a contract as a legal instrument by which an entity purchases property/goods or services needed to carry out the project or program under a *Federal Award*. A contract is when the issuer of the transaction received a benefit, good, or service directly from the contractor. Contractors are also called *Vendors*.

**Criminal Justice Information (CJI):** Information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under 24-72-302 C.R.S.

**DCJ Grant Financial Manager:** *Division of Criminal Justice* staff assigned to monitor and provide *Technical Assistance* to the *Grantee* specific to the *Financial Requirements* of the on a *Grant Award*. This includes, but is not limited to the processing the Payment
Requests (DCJ Form 3), Financial Reports (DCJ Form 1-A), and Program Income Reports (DCJ Form 1-B).

**DCJ Grant Manager**: Division of Criminal Justice staff assigned to monitor and provide Technical Assistance to the Grantee on a Grant Award. Each Grant Award is assigned a DCJ Grant Program Manager and DCJ Grant Financial Manager; collectively, these individuals are referred to as DCJ Grant Managers.

**DCJ Grant Number (Grant Number or Project Number)**: Each Grant Award issued by DCJ is assigned a DCJ Grant Number. This number is used to track the Grant Award and should be included on all documents associated with the Grant Award. Note: this number is different from the Federal Award Number.

**DCJ Grant Program Manager**: Division of Criminal Justice staff assigned to monitor and provide Technical Assistance to the Grantee specific to the Programmatic Requirements of the on a Grant Award. This includes, but is not limited to the processing the Narrative Reports (DCJ Form 2) and other performance reporting.

**DCJ Grants Website**: Refers to the grants web homepage ([https://www.colorado.gov/pacific/dcj/dcj_grants](https://www.colorado.gov/pacific/dcj/dcj_grants)) and all associated web pages linked to the homepage.

**DCJ Publication**: Include any documentation made public by the Division of Criminal Justice. This includes, but is not limited to, Announcement of Availability of Funds (AAF), Application Instructions, Training Materials (print and recorded), and DCJ web content.

**De Minimis Indirect Cost Rate**: Any Grantee that has never received a negotiated Indirect Cost Rate, except for those Grantees described in Appendix VII to Part 200—States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph D.1.b, may elect to charge a De Minimis Rate of 10% of Modified Total Direct Costs (MTDC) which may be used indefinitely. As described in §200.403 Factors affecting allowability of costs, costs must be consistently charged as either Indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

**Direct Costs**: Costs that can be directly assigned to Grant Award activities relatively easily with a high degree of accuracy. Direct costs are listed in the Approved Budget Categories. Costs incurred for the same purpose in like circumstances must be treated consistently as either direct or Indirect Costs.

**Disposition (of Equipment)**: When real property is no longer needed for the originally authorized purpose.
**Division of Criminal Justice (DCJ):** The state planning agency designated to administer certain federal (primarily through the Office of Justice Programs (OJP)) and state funds and monitor Program compliance with federal and state requirements (§24-33.5-503, C.R.S.). The DCJ is a division within the Colorado Department of Public Safety (CDPS).

**DOJ Grants Financial Guide:** The U.S. Department of Justice (DOJ) Financial Guide is published by DOJ Office of the Chief Financial Officer (OCFO). Information contained within this guide pertains to federal grants issued to the Division of Criminal Justice by the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW).

**Drawdown:** The process of requesting awarded Grant Funds by submitting the Payment Request (DCJ Form 3) or the Victim Compensation Financial Activity Confirmation Report (DCJ Form 1-VC).

**Data Universal Numbering System (DUNS) Number:** Dun & Bradstreet (D&B) provides a D-U-N-S Number, a unique nine digit identification number, for each physical location of a business. D-U-N-S Number assignment is free and required for all businesses applying for and receiving federal Grant Funds.

**Electronic Funds Transfer (EFT):** The electronic transfer of money from one bank account to another via computer-based systems, without the direct intervention of bank staff.

**Employee (Common-Law Employee):** I.R.S definition – Anyone who performs services for you is your employee if you can control what will be done and how it will be done. This is so even when you give the employee freedom of action. What matters is that you have the right to control the details of how the services are performed. See Independent Contractor.

**Equipment:** Property with an acquisition cost of $5,000 or more per unit and a useful life of more than one year. Software, regardless of cost, is not considered Equipment and should be considered an expense under the Supplies and Operating Budget Category.

**Evaluation:** That portion of the project in which the Grantee provides evidence to show that the planned activities and Objectives of the Program were met, occurred in a timely manner (process evaluation) and the activities of the project had an impact on the problem being addressed (performance evaluation).

**Excluded Parties List:** The Excluded Parties List System (EPLS) was a database that was maintained by the General Services Administration (GSA). The list identified suppliers and vendors excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits. The EPLS also issued any administrative and statutory exclusions across the entire...
government, and individuals barred from entering the United States. The EPLS was replaced on November 21, 2012, by the System for Award Management (SAM). SAM combined federal procurement system, and the Catalog of Federal Domestic Assistance into one new system.

**Federal Award:** Federal award has the meaning, depending on the context, in either paragraph (a) or (b) of this section:

(a) The federal financial assistance that: 1) DCJ receives directly from a Federal Awarding Agency; or 2) a Grantee receives indirectly through a DCJ grant; or

(b) The instrument issued by a Federal Awarding Agency to DCJ that sets forth the terms and conditions that must be followed and pass-through to Subrecipients/Grantees.

**Federal Award Identification Number (FAIN):** The unique numbers assigned to each Federal Award issued by the federal government to the Division of Criminal Justice. Also known as the Federal Award Number.

**Federal Award Number:** The unique numbers assigned to each Federal Award issued by the federal government to the Division of Criminal Justice. Also known as the Federal Award Identification Number (FAIN).

**Federal Award Period of Performance:** The time during which DCJ may incur new obligations to carry out the work authorized under the Federal award. All pass-through awards issued by DCJ must be in accordance with the federal award period of performance.

**Federal Award Date:** The date when the Federal Award is signed by the authorized official of the Federal Awarding Agency.

**Federal Award End Date:** The last day in which DCJ may incur new obligations to carry out the work authorized under the Federal award. All pass-through awards issued by DCJ must be in accordance with the federal award period of performance.

**Federal Award Project Description:** A brief but descriptive paragraph that includes the title of the project and the purpose of the grant award. It must provide enough information to give the public a good idea of the purpose and intended outcomes of the Subaward (4,000 varchar limit). This information will be reported on the Federal Funding Accountability and Transparency Act (FFATA or Transparency Act) for all grants of $25,000 or more.

**Federal Award Start Date:** The first day in which DCJ may incur new obligations to carry out the work authorized under the Federal award. All pass-through awards issued by DCJ must be in accordance with the federal award period of performance.
Federal Awarding Agency: The Federal agency that provides a Federal Award directly to DCJ and dictates how those funds are to be spent. DCJ then passes-through those funds to Grantees through the grant award process.

Federally Approved Indirect Cost Rate: An approved federally recognized indirect cost rate negotiated between the Grantee and the Federal Government.

Final Disposition: Equipment acquired under the award with a current per unit fair market value of less than $5,000 may be retained, sold, or otherwise disposed of with no further obligation to the Federal Awarding Agency. When final disposition occurs, a final Equipment Inventory/Retention Certification (DCJ Form 5) must be submitted to DCJ.

Federal Funding Accountability and Transparency Act (FFATA or Transparency Act): DCJ is required to report provide the public with information on how their tax dollars are spent by submitting information to the online FFATA website for all grants of $25,000 or more. The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act) requires the Office of Management and Budget (OMB) to maintain a single website that contains information on all federal spending awards. The purpose of FFATA is to provide the public with information on how their tax dollars are spent. For grants of $25,000 or more, FFATA requires data be submitted including: name of entity receiving award, amount of award, Federal Awarding Agency, CFDA Program number for grants, Program source, Federal Award Project Description, location of the entity, place of performance, unique identifier of the entity, and total compensation and names of top five executives.

Financial Audit: A financial audit is an independent, objective evaluation of an organization’s financial reports and financial reporting processes. The primary purpose for financial audits is to give regulators, investors, directors, and managers reasonable assurance that financial statements are accurate and complete.

Financial Officer: The person within the Grantee agency who has responsibility for all financial matters relating to the project and who has responsibility for the accounting, management of funds, verification of expenditures, audit information, and financial grant reports.

Financial Requirements: Grantees are required to adhere to the applicable law of their jurisdiction and the financial rules in this Guide, the terms of the Grant Agreement, and must also adhere to all applicable uniform (grant) cost principles, set forth in 2 C.F.R. § 200 and other applicable law.

Financial Review: A financial review provides limited assurance on an organization’s financial statements. During a review, inquiries and analytical procedures present a reasonable basis for expressing limited assurance that no material modifications to the
financial statements are necessary; they are in conformity with generally accepted accounting principles.

**General Ledger:** The primary Accounting System containing all the accounts for recording transactions relating to a company’s assets, liabilities, owners’ equity, revenue, and expenses. The general ledger works as a central repository for accounting data transferred from all Subledgers or books of original entry. The general ledger is the backbone of any Accounting System which holds financial and non-financial data for an organization.

**Goals:** Project goals are clear general statements that highlight what the project intends to achieve. Each goal must be associated with one or more Objectives and each Objectives must be tied to a specific goal. Also see Objectives.

**Grant Agreement:** The official notification to the Grantee of the Grant Award. The Grant Agreement incorporates the Statement of Work and Approved Budget and serves as the contract between the Grantee and DCJ. This document obligates and reserves a set amount of funds for the Grantee, and includes conditions that must be adhered to by the Grantee. A grant agreement is a form of Contract that is specific to Grants Funds to a Subrecipient, and is not a result of a Procurement process.

**Grant Agreement Modification:** A legal binding modification to the original Grant Agreement. Grant agreement modification tools may be found on the State of Colorado Policy: Modification of Contracts – Tools and Forms.

**Grant Application:** A group of specific forms and documents for a specific funding opportunity which are used to apply for a grant.

**Grant Award:** Refers to all documents and activities associated with a DCJ grant funded project.

**Grant Number:** See DCJ Grant Number.

**Grant Award Amount:** The total amount of the Grant Award, including the federal funding portion and all Matching Funds.

**Grant Award Period:** The period established in the award document during which awarding agency sponsorship begins (Grant Award Start Date) and ends (Grant Award End Date). This period is outlined within the Statement of Work and linked to deliverables and Grantee performance.

**Grant Award Start Date:** The start date of the performance period (Grant Award Period). The period established in the award document during which awarding agency sponsorship begins. This period is outlined within the Statement of Work and linked to deliverables and Grantee performance.
**Grant Award End Date:** The end date of the performance period. The period established in the award document during which awarding agency sponsorship ends. This period is outlined within the *Statement of Work* and linked to deliverables and Grantee performance.

**Grant Extension:** An extension of the *End Date* of the *Grant Award Period* without an increase in grants funds also known as a *No Cost Extension*. Requires *Prior Approval* by DCJ by submission of the Change in Grant Award Period form (DCJ Form 4-C) a minimum of 60 days before the grant period ends.

**Grant File:** All records for each *Grant Award* must maintained and separately identified so that information desired may be readily located. The grant file should include, if applicable, books of original entry, source documents, supporting accounting transactions, the *General Ledger*, subsidiary ledgers, personnel and payroll records, cancelled checks, and related documents and records. Source documents may include copies of all awards, applications, and required *Grantee* financial and narrative reports. Personnel and payroll records must include the time and attendance reports for all full-time and/or part-time individuals reimbursed under the award. Time and effort reports are also required for consultants.

**Grant Funds:** Refer to the federal funds the *Grantee* receives as part of a *Grant Award*.

**Grant Program:** Federal program means: All Federal awards which are assigned a single number in the CFDA; or when no CFDA number is assigned, all Federal awards to non-Federal entities from the same agency made for the same purpose must be combined and considered one program. A State program means a singular source of State funding for a specific grant purpose.

**Grantee:** The organization receiving a federal or state *Grant Award* issued by the Department of Public Safety, *Division of Criminal Justice*. A *Grantee* is also a *Subrecipient*.

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**Grants Management System (GMS):** A program or application that assists *DCJ* in administering and automating the grant process and ease grant-related administrative
In October 2016, DCJ retired the Colorado Grants Management System (COGMS) and launched ZoomGrants (ZG). GMS systems may change over the course of time but the Administrative, Programmatic, and Financial Requirements do not change; only the method in which the information is shared and stored changes.

**Gross Income:** For a business, gross income gross profit. It can be calculated by subtracting the cost of goods sold (also called cost of revenue and other variations) from total revenue (also "total sales" and other variations): (gross income = total revenue – cost of goods sold).

**Guide:** Refers to the *Administrative Guide*.

**Independent Contractor:** The general rule is that an individual is an independent contractor if the payer has the right to control or direct only the result of the work and not what will be done and how it will be done. You are not an independent contractor if you perform services that can be controlled by an employer (what will be done and how it will be done). This applies even if you are given freedom of action. What matters is that the employer has the legal right to control the details of how the services are performed. If an employer-employee relationship exists (regardless of what the relationship is called), you are not an independent contractor.

**In-Kind Match:** The designated amount of non-cash contributions (assigned a dollar value based on fair market value), which the *Grantee* (or *Subgrantee*) is required to use for the project in addition to the federal *Grant Award Amount*. Some examples of *In-kind Match* are volunteer time, donated *Equipment*, supplies, space, or services. Also see *Matching Funds*.

**Indirect Cost Rate:** The rates used to calculate *Indirect Costs*, this may be either a *Federally Approved Indirect Cost Rate* or the *De Minimis Indirect Cost Rate*.

**Indirect Costs:** Those costs incurred for a common or joint purpose benefitting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

**Internal Controls:** The *Grantee* must establish and maintain effective internal control over the *Grant Award* that provides reasonable assurance that the *Grantee* is managing the *Grant Award* in compliance with Federal statutes, regulations, and the terms and conditions of the *Grant Agreement*. These internal controls should be in compliance with guidance in the “*Internal Control Integrated Framework*”, issued by the Committee of Sponsoring Organizations of the Treadway Commission (COSO).

**Management Letter:** An auditor's letter addressed to the client. It is a letter written by company management that confirms the accuracy of an audit. At the completion of the audit the auditors provide a management letter which contain relevant information about accounting and management issues in the entity. The review of these letter will
help the management to strengthen its internal control as it contains identified
deficiencies in the system in general, mainly the avenues of inappropriate access to
information that it to be handled in a restricted way. The recommendations provide
helpful insight over many issues.

**Matching Funds:** The designated amount of non-federal dollars or contributions the
Grantee (or Subgrantee) is required to use for the project in addition to the federal Grant
Award Amount. Also see Cash Match and In-kind Match.

**Modified Total Direct Costs (MTDC):** All Direct salaries and wages, applicable fringe
benefits, materials and supplies, services, Travel, and up to the first $25,000 of each
Subaward (regardless of the period of performance of the Subawards under the award).
MTDC excludes equipment, capital expenditures, charges for patient care, rental costs,
tuition remission, scholarships and fellowships, participant support costs and the
portion of each Subaward in excess of $25,000. Other items may only be excluded when
necessary to avoid a serious inequity in the distribution of Indirect Costs, and with the
approval of the Cognizant Agency for Indirect Costs.

**No-Cost Grant Extensions:** An extension of the Grant Award Period in which additional
money is not added to the Grant Award. The Grantee is given extra time to complete the
original Statement of Work within the same Approved Budget. Only the timeframe
changes.

**Objectives:** Project objectives are quantitative (measurable) statements that describe
how a specific Goal will be met. The time period for the objective should be specified.
For example, an objective should state: 1) what will be done, 2) the time frame, and 3)
the number of clients serviced, number of services provided, or other specific
measurements. Each objective should be tied to a specific Goal.

**Pass-Through Entity:** A non-Federal entity that provides an award to a Subrecipient to
carry out part of a Grant Program. The Division of Criminal Justice is a pass-through
entity. All of the Federal Awards that DCJ awards to Grantees have been passed-through
DCJ from the federal government to the Grantee. The federal regulations “flow down”
or are passed-through to ALL entities receiving a Federal Award regardless of
terminology; Recipient, Subrecipient, Grantees, and Subgrantee may be used
interchangeably in different situations. For the purpose of this Guide and other DCJ
grant guidance/documents DCJ uses the following terminology:
Pass-Through Subaward: A Grant Award that has been passed to another agency in the form of a grant. See Pass-through Entity and Subaward.

Payment Card Information (PCI): Includes any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.

Performance Measurement Tool (PMT): A federal web-based reporting system where Grantees electronically submit quantitative and qualitative program performance data directly to the Federal Awarding Agency. Performance measures are developed to collect meaningful data so that Grantees can show the progress they have made toward meeting program Goals and Objectives. Many, but not all of DCJ awarded funds are subject to PMT reporting requirements.

Personally Identifiable Information (PII): Includes including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §24-72-501 C.R.S.

Personnel: This Budget Category includes paid personnel of the Grantee agency whose salaries and/or fringe benefits, or a portion thereof, will be paid by Grant Funds and/or Matching Funds. The Grantee must have written personnel policies and procedures which address: work hours, holidays, vacations, sick leave, overtime pay, compensatory time, termination, qualifications, written job descriptions, and equal employment opportunity policies.

Prior Approval: Written permission provided by the Division of Criminal Justice in advance of an act that will result in either 1) the obligation or expenditure of funds, or 2) the performance or modification of an activity under a project.
**Procurement:** The process to purchase goods or contract professional services for grant activities and result on a binding contract with a Contractor. The procurement process does include Subawards to Subrecipients. The procurement process may require Prior Approval from DCJ.

**Program Audit:** A non-Federal entity that expends $750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a Single Audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit. When an auditee expends Federal awards under only one Federal program (excluding R&D) and the Federal program’s statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of the auditee, the auditee may elect to have a program-specific audit conducted in accordance with §200.507 Program-specific audits.

**Program Income:** see Project Income.

**Programmatic Requirements:** Programmatic requirements are determined by the Federal Awarding Agency and by DCJ. Programmatic requirements may include: report submissions, progress reporting, performance management tools, and other accountability measures that reflect the performance and outcomes of the funded Grant Award.

**Project:** The specific activities and expenditures to be funded with a Grant Agreement.

**Project Director:** The person within the Grantee agency who has direct day-to-day responsibility for the implementation of the project. This person should possess knowledge and experience in the project area and an ability to administer the project and supervise personnel. This person shares responsibility with the Financial Officer for seeing that all expenditures are allowable within the Approved Budget. The Project Director must be an Employee or staff within the applicant agency.

**Project Income:** Gross Income received by the Grantee as a direct result of grant activity. Examples of project income are service fees, restitution paid, client fees, usage or rental fee, sales of materials, and income received from the sale of forfeited assets or from forfeited money. Interest earned is not project income. Project income may be used only for allowable project expenses. Also known as Program Income.

**Project Number:** See DCJ Grant Number.

**Project Officials:** The individuals responsible for managing the Grant Award. DCJ tracks the following Grantee project officials: Project Director, Financial Officer, Signature Authority and sometimes the Executive Director of the Grantee organization. Each of the officials has a specific role in managing the Grant Award. Changes to project officials must submitted in writing to DCJ for approval.
**Project Title:** Each *Grant Award* issued by DCJ has a *Project Title*. This title is usually chosen by the *Grantee* at the time of Application, and should be included on all documents and correspondence associated with the *Grant Award*.

**Protected Health Information (PHI):** Includes, without limitation, any information whether oral or recorded in any form or medium: (i) that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (ii) that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.

**Purchase Order (PO):** A form of a legal binding contract between two parties. Purchase orders are unilateral (only signed by the paying agency) and use a “layered” approach, i.e., the Purchase Order often relies on a number of other documents that, in combination, comprise a total contract.

**Recipient:** A non-Federal entity that收到 a Federal Award directly from a Federal Awarding Agency to carry out an activity under a Federal Program. The term recipient does not include Subrecipients, Grantees, or Subgrantees. DCJ is a recipient.

**Request for Proposal (RFP):** A publication that solicits proposals by an agency or company interested in Procurement of a commodity, service or valuable asset, to potential suppliers to submit business proposals through an official bidding process.

**Research and Development (R&D):** R&D means all research activities, both basic and applied, and all development activities that are performed by Grantees. The term research also includes activities involving the training of individuals in research techniques where such activities utilize the same facilities as other research and development activities and where such activities are not included in the instruction
function. “Research” is defined as a systematic study directed toward fuller scientific knowledge or understanding of the subject studied. “Development” is the systematic use of knowledge and understanding gained from research directed toward the production of useful materials, devices, systems, or methods, including design and development of prototypes and processes.

Retention Period: The duration of time for which the information should be maintained or "retained", irrespective of format (paper, electronic, or other).

Signature Authority: The person who is authorized to obligate and to enter into contracts for the Grantee/applicant agency. See DCJ Form 4-B, Change in Signing Authority, for more detail. In most cases the Signature Authority may sign for the Financial Officer and Project Director in their absence.

Single Audit: A non-Federal entity that expends $750,000 or more during the non-Federal entity’s fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with §200.501 (c).

Sole-Source Procurement: Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when very specific conditions exists. All sole-source procurements must be thoroughly documented and justified.

Special Conditions: Conditions applied to awards on a case-by-case basis and are located on the Grant Agreement. Special Conditions may be passed-through requirements from the Federal Award or DCJ required. Also known as Specific Conditions.

Start-up Period: The period of time beginning with the first day of the Grant Award, during which the project is in a developmental phase and is not fully operational. The start-up period may not exceed three (3) months without Prior Approval from DCJ.

Statement of Work (SOW): The statement of work includes the purpose, describes the Goals of the project, and details the work performance expectations. The success of a project is measured against the statement of work and adherence to other terms and conditions of the award or contract.

Subaward: Subaward means an award provided by a Pass-through Entity to a Subrecipient for the Subrecipient to carry out part of a Federal Award received by the Pass-through Entity. It does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal Program. A subaward may be provided through any form of legal agreement, including an agreement that the Pass-through Entity considers a contract.
Subcontractor: An entity that receives a contract as a legal instrument by which a Contractor purchases property/goods or services needed to carry out the project or Program under a Federal Award. A contract is when the issuer of the transaction received a benefit, good, or service directly from the subcontractor.

Subrecipient: An entity that receives a Subaward from a Grantee to carry out part of a Federal Program; but does not include an individual that is a beneficiary of such Program. The term subrecipient may be used to refer to a Grantee or a Subgrantee.
**Subledger:** Subledgers contain the detailed information summarized in the *General Ledger*. A *General Ledger* may include several subledgers. The subledger should be reconciled to the *General Ledger* at least quarterly.

**Supplanting:** To deliberately reduce state or local funds because of the receipt of federal funds. Federal funds must be used to *supplement* existing funds for *Program* activities and not replace those funds which have been appropriated for the same purpose. Potential supplanting is subject to review during the application review, pre-award review, post-award monitoring, and audit. If there is a potential presence of supplanting, the applicant or *Grantee* will be required to supply documentation demonstrating that the reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

**Supplies and Operating:** This *Budget Category* includes expendable supplies, space cost, telephone, printing, copying, tuition, registration fees for conferences, software, training, lease or rental of *Equipment*, vehicles and maintenance *Contracts* on *Equipment*, vehicles and any individual items with a unit cost less than $5,000.

**System for Award Management (SAM):** The *Grantee* is responsible for complying with all requirements of 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management. The official website of the U.S. government www.sam.gov. There is no cost to use SAM.

**Tax Information:** Means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
**Technical Assistance:** Informal instruction to answer questions or provide guidance. This may be requested by the *Grantee* or initiated by *DCJ*. It can be specific or broad in scope, depending on what issues are being addressed. Technical Assistance can be accomplished through telephone contacts, face to face visits at DCJ offices or at the *Grantee* site, and through letters and other written materials.

**Training:** Formal instruction such as workshops and seminars conducted expressly for the benefit of *Grantees* to help ensure compliance with Program regulations and/or to educate *Grantees* on important content information.

**Travel:** This *Budget Category* includes all travel including authorized airfare, mileage, and lodging, and travel-related meal reimbursement expenses in the *Approved Budget*.

**Total Amount of Federal Funds Obligated to this Grantee:** The total share of federal dollars awarded by *DCJ* to an individual *Grantee* under a singular *Federal Award*. Example: If a *Grantee* was funded by *DCJ* for two separate projects through the 2015 Victims of Crime Act *Federal Award* (2015-VA-GX-0040), then the federal total of both of those awards would be included in this calculation. If a single *DCJ*-issued award contains multiple federal funding sources, each funding source will be listed and include the respective totals for each funding source.

**Total Amount of the Federal Award:**

**Unallowable Costs:** Any expenses that are not fully described in the *Approved Budget* and Budget Narrative of the *Grant Agreement* or related documents, and/or is not allowable per federal or state regulations. Neither federal nor *Matching Funds* may be spent for unallowable costs. Unallowable costs are prohibited as a *Direct* charge or through an *Indirect Cost* pool applied to the federal grant. The application instructions list costs not allowable under federal funds.

**Unrecovered Indirect Costs:** The difference between the amount charged to the *Federal Award* and the amount which could have been charged to the *Federal Award* under the non-Federal entity’s *Federally Approved Indirect Cost Rate*.

**Vendor:** Another name for a *Contractor*. 