



ADMINISTRATIVE GUIDE  
FOR  
STATE GRANT PROGRAMS

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# Administrative Guide for State 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](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 state *Grant Programs* is a reference for agencies receiving state 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. State *Grant Programs* administered by DCJ can be found in **Appendix A – State Programs Administered by DCJ**.

Q: Why do I have this Administrative Guide?

A: Your agency has been awarded dollars from a State Funded **Grant 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 state funded projects.

Agencies receiving state *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 July 2012. 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.



## Chapter 2: Project Start-Up

STATE 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 state funded *Grant Award*.

### Grant Agreement

#### A. Contents

The *Grant Agreement* is the contract that obligates and reserves a specific amount of state funds for the *Grantee's* approved project. It is the official notification to the *Grantee* that the award of state 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);
- All requirements imposed by DCJ on the *Grantee* so that the *State Award* is used in accordance with federal statutes, regulations and the terms and conditions of the *State Award*;
- Any additional requirements that DCJ imposes on the *Grantee* in order for DCJ to



- meet its own responsibility to the state grant-making component including identification of required financial and/or performance reports;
- *Indirect Cost Rate*, if applicable, to be used by the *Grantee*;
- A requirement that the *Grantee* permit *DCJ* and auditors to have access to the *Grantee's* records and financial statements; 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.

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

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.

## 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*.

*The person who is properly designated as the **Signature Authority** for your Agency must sign all sets of the **Grant Agreement**. This person is not the Project Director or Financial Officer.*

Applicant Agency	Signature Authority*
State Agency	Department Executive or Division Director
City	Mayor or City Manager
County	Chairperson or vice-chair of the County Commissioners
County/District Boards of Health	President
County/ District Boards of Social Services	Chairperson or vice-chair of the Board
Courts	Chief Judge
District Attorney's Office	District Attorney or Chair of the County Commissioners
Institution of Higher Education	President of the institution or chair/dean of the appropriate department
Police Department	Mayor or City Manager
Sheriff's Department	Chairperson or vice-chair of the County Commissioners
Non-profit Agency	Chairperson/President of the Board of Directors or any position specifically authorized in the corporate by-laws **
School District	Superintendent/Assistant Superintendent
<p>* Deviation from the list would require additional <b>Signature Authority</b> documentation (e.g. Sheriff's <b>Signature Authority</b>)</p> <p>** A copy of by-laws may be required</p>	

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 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.

***Automobile Liability** may be waived, if and only if, there is absolutely no travel associated with this scope of the **Grant Agreement**. This must be thoroughly documented and a waiver granted.*

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:

***Protected Information Insurance** may be waived, if and only if, there is absolutely no **PII, PHI, PCI, Tax Information, and CJI** associated with this scope of the **Grant Agreement**. This must be thoroughly documented and a waiver granted.*

- 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:

***Professional Liability** may be waived, if and only if, there is absolutely professional services associated with this scope of the **Grant Agreement**. This must be thoroughly documented and a waiver granted.*

- 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**.

*Expenditures occurring before the approved **Grant Award Start Date** indicated on the **Grant Agreement** may not be charged against the **Grant Award**.*

## 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 state 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.

*Use of any outdated forms will delay cash drawdowns and **Prior Approval** requests made to DCJ.*

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.

<u>Calendar Quarters</u>	<u>Quarterly Report Due Dates</u>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15
If the due date falls on weekend or a non-business day, the report is due the next <u>Business Day</u> .	

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. 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.**

### **C. 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*. *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*.

*Equipment may not be purchased without **DCJ Prior Approval** and it must be after the **Grant Award Start Date**.*

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, and 2) at the end of the *Grant Award Period*.

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*.

#### **D. 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) after *Contract Execution* and prior to the disbursement of any monies in the *Consultants/Contracts Budget Category* in the *Approved Budget*.

**Prior Approval** is not required for State funded grants.

A *Grantee* must comply with all applicable federal, state, and/or local purchasing procedures. See **Appendix C – Procurement** and **Appendix 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. **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).

*Contracts must be signed by a person authorized to enter into a **Contract** on behalf of the agency. This is generally the **Signature Authority**.*

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).

### **E. 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.

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

## DCJ Program Specific Forms

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

Applicable to the following *Grant Programs*:

Juvenile Diversion (DV)

Marijuana Tax Cash Fund (MJ)

State Victim Assistance and Law Enforcement (State VALE (CVS))

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.

*The DCJ requires that reports/forms are completed either on paper or within an electronic **Grants Management Systems (GMS)**. If you are required to submit a paper form to DCJ ensure you are using the most current reports/forms by downloading it from the [DCJ Grants website](#).*

**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*.

<u>Calendar Quarters</u>	<u>Quarterly Report Due Dates</u>
January 1 – March 31	April 15
April 1 – June 30	July 15
July 1 – September 30	October 15
October 1 – December 31	January 15

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*.

#### A. **Juvenile Diversion 2 Data Collection Intake/Exit Form and Pre/Post Survey (DCJ Form 2-DV-DC)**

Applicable to the following *Grant Programs*:

Juvenile Diversion (DV)

The Juvenile Diversion 2 Data Collection Intake/Exit report is required to be completed for each juvenile receiving services supported by State Juvenile Diversion funds. This data form is used to document and report the outcomes of program participants to the Colorado State Legislature and Governor on an annual basis. For detailed information on the data form, contact your *DCJ Grant Manager*.

To assist in the evaluation of State-funded Juvenile Diversion programs, grantees are required to complete and submit the Intake/Exit Form for all youth and the youth served should complete the Pre/Post Survey at acceptance and when exiting the program. The resulting data is used to make informed decisions on the services provided to youth receiving Juvenile Diversion programming. The DCJ Intake/Exit Form is completed by program staff and entered into an online data collection system specific to the Juvenile Diversion program. The DCJ Pre/Post Survey is completed by each youth served either by entering responses directly into a second online database or on the paper version of the survey. The completed paper surveys are mailed directly to the evaluator.



Current Intake/Exit Forms can be obtained from the online data collection system portal. The current Pre/Post Surveys are individualized and must be obtained from the evaluator.

**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.**

## Summary of Common Reporting Forms

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

Form Name	Due Dates	Signatures *	DCJ Form Number**
<b>Financial Report (Quarterly)</b>	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.	Financial Officer Project Director	DCJ Form 1-A
<b>Financial Report (Final)</b>	Due forty-five (45) days after the end of the Grant Award Period.	Financial Officer Project Director	DCJ Form 1-A
<b>Payment Request</b>	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	Project Director	DCJ Form 3
<b>Equipment Inventory/Retention Certification</b>	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.	Project Director	DCJ Form 5
<b>Equipment Procurement Certification</b>	Prior to any purchase of equipment. [Prior Approval Required]	Project Director	DCJ Form 13
<b>Consultants/ Contracts Certification</b>	Prior to contract execution with the contractor [Prior Approval Required]; After contract execution and prior to the disbursement of monies to Consultant/Contractor	Project Director	DCJ Form 16
<b>Certification of Match</b>	Due to DCJ with signed Grant Agreement	Signature Authority / Controller	DCJ Form 32

## Summary of Common Modification Forms

Form Name	Due Dates	Signatures *	DCJ Form Number**
<b>Budget Revision</b>	Due at least 30 days prior to deviating from the current approved budget [Prior Approval Required]	Project Director	DCJ Form 4-A
<b>Change in Project Officials</b>	Due 15 days following a change in Project Director, Financial Officer, or Signature Authority.	Project Director or Signature Authority	DCJ Form 4-B
<b>Modification of Other Grant Agreements</b>	Due 30 days prior to deviating from the current approved Grant Agreement [Prior Approval Required]	Project Director	DCJ Form 4-D

## Summary of Program Specific Forms

Form Name	Due Dates	Signatures *	DCJ Form Number**
<b>Narrative Report (Quarterly)</b>	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.	Project Director	DCJ Form 2
<b>Narrative Report (Final)</b>	If required, forty-five (45) days after the end of the Grant Award Period.	Project Director	DCJ Form 2
<b>Juvenile Diversion 2 Data Collection Intake/Exit Form and Pre/Post Survey</b>	See DCJ Grant Manager	See DCJ Grant Manager	DCJ Form 2-DV-DC

\* 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, 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.

*If any component(s) of the program are **Subgranted/Contracted/Subcontracted**, the **Grantee** remains responsible for all aspects of the **Grant Award** including proper accounting and financial record keeping.*

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 the **Retention 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 state money received must be recorded as state funds to be included in the *Grantee* agency's audit report. Detailed accounting records and documentation must track all of the following information:

- State *Grant Funds* awarded
- State *Grant Funds* requested and received
- Expenditures of both the *Grant Funds* and *Matching Funds*
- *Matching Funds* of State, local, and private organizations, when applicable
- *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 - State Programs Administered by DCJ**). 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 accounting *Subledger* or *General Ledger*.

*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 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*.

*Goods and Services purchased with **Grant Funds** must be received prior to the **End Date** of the **Grant Award**.*

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. Lobbying, political contributions, and legislative liaison activities. More detailed information regarding lobbying prohibitions and exemptions is available from DCJ upon request.
2. Expenses of organized fund-raising (this includes salaries of persons while engaged in these activities).
3. Cost of any corporate formation.
4. The following conference/workshop or travel-related expenses:
  - a. Entertainment expenses
  - b. Personal expenses, such as personal hygiene items, laundry charges, magazines, ground transportation for personal travel, etc.
  - c. Alcoholic beverages/bar charges

- d. Lunch when travel is wholly within a single day

## 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.

## 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.

*Consultants/Contractors are not paid under this **Budget Category**.*

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.

### 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 individual items with a unit cost less than \$5,000.

Food and/or beverage expenses are only allowed in conjunction with the following activities which are directly related to the goals of the funded project and are necessary and reasonable for efficient performance of the funded project: training sessions,



meals or breaks during a meeting or conference, award ceremony, or staff retreat away from the normal work environment for the purpose of discussing the day-to-day business of the project. In all instances, expenses for food and beverages are allowable provided the following criteria are met: 1) the food/beverages provided are incidental to a work-related event; 2) the costs are considered reasonable; and 3) the food/beverages are not directly related to amusement or social events. Anyone receiving per diem allowances or reimbursement who is attending one of these activities at which a meal is provided must deduct that meal from the per diem allowance.

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*, and 2) at the end of the *Grant Award Period*.

The Equipment Inventory/Retention Certification contains the following information:

- a. Description of the property
- b. Serial number or other identification number
- c. Source of the property
- d. Identification of the title holder
- e. Acquisition date
- f. Cost of the property
- g. Percentage of State participation in the cost of the property
- h. Location of the property
- i. Use and condition of the property
- j. *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**

*Equipment* acquired with state *Grant Funds* and/or *Matching Funds* will vest in the *Grantee* organization. However, use, management and *Disposition* rules still apply.

### **Management of Equipment**

*Grantees* must use procedures for managing *Equipment* (including replacement *Equipment*) acquired in whole or in part with state *Grant Funds*, until *Disposition* takes

place, that, at a minimum, meet the following requirements:

- **Inventory.** *Grantee* must take a physical inventory of the property.
- **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.
  - Promptly and properly investigate and fully document any loss, damage, or theft, and make the documentation part of the official project records.
  - Provide, at a minimum, the equivalent insurance coverage for *Equipment* acquired with state *Grant Funds* that the *Grantee* owns.
  - *Grantee* is responsible for replacing or repairing property that is willfully or negligently lost, stolen, damaged, or destroyed.

### **Disposition of Equipment**

- Disposition includes the sale or trade-in of equipment as well as the disposal of equipment at the end of its useful life. Document the disposition on the Equipment Inventory (DCJ Form 5). This inventory form is submitted to DCJ with the final narrative report and a copy must be retained after the final disposition of the property.
- At the end of the grant award period, title to all equipment may vest in the grantee agency if the grantee certifies in writing that it will use the property for the same purpose areas under which the grant was made. Equipment Inventory (DCJ Form 5) includes language to comply with this certification. If such a certification is not made, title to the property will vest in the state. The state will seek to have the property used for appropriate criminal justice purposes prior to the State using it or disposing of it in any other manner.
- If you have any questions about the disposition of equipment, please contact your *DCJ Grant Manager*.

### **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.*

**Approval:** If the *Approved Budget* contains a *Consultants/Contracts* line, additional DCJ approval is required, 1) 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 not on the *Excluded Parties List* are located at: [www.sam.gov](http://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

1. *Project Directors* are encouraged to make the results and accomplishments of their project activities available to the public. All materials publicizing or resulting from award activities, including videos, should contain an acknowledgment of the awarding agency support.
2. Responsibility for the direction/result of the project activity should not be attributed to the *Division of Criminal Justice*. 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 *Division of Criminal Justice, Colorado Department of Public Safety*.”
3. All publication and distribution agreements with a publisher must include provisions giving *DCJ* and the State of Colorado 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*.

## Chapter 5: Grant Closeout 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% state *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 *State Award* amount from DCJ was not expended or matched at the required percentage at the end of the *Grant Award Period*, state *Grant Funds* will be reduced. Please contact your DCJ *Grant Manager* immediately if the *Grantee* will not expend all of the *Grant Funds*

*Failure to spend the minimum required **Matching Funds** will reduce the amount of the state portion of the *Grant Award*.*

#### 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.

### C. 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*. Records must be maintained for three (3) years after the end of the *Grant Award Period*. 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).
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, 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 Juvenile Diversion *Grant File* must be maintained separately from the 2017 Juvenile Diversion *Grant File*.)



## Chapter 6: Audit Requirements and DCJ Monitoring Guidelines

### 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>.
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 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, the Office of the State Auditor, 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 DCJ audit 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 may withhold *Grant Funds*, or may impose other related requirements, if (as determined by DCJ) the *Grantee* does not satisfactorily and promptly address outstanding issues from audits, by the terms of this award, 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.

### 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 - State Programs Administered by DCJ

### Office of Adult and Juvenile Justice Assistance (OAJJA)

Acronym	Grant Name
Juvenile Diversion	State Juvenile Diversion Grant Program
Marijuana Tax Cash Fund	Marijuana Tax Cash Fund

### Office for Victims Programs (OVP)

Acronym	Grant Name
State VALE	State Victims Assistance and Law Enforcement (VALE) fund

## Appendix B – Sample Acord Form

ACORD®		<b>CERTIFICATE OF LIABILITY INSURANCE</b>				DATE (MM/DD/YYYY) <b>1</b>	
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p>IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>							
PRODUCER		CONTACT NAME		PHONE (A/C, No, Ex)		E-MAIL ADDRESS	
<b>2</b>		<b>3</b>					
INSURED		INSURER(S) AFFORDING COVERAGE		NAIC #			
<b>4</b>		<b>5</b>					
		INSURER A :					
		INSURER B :					
		INSURER C :					
		INSURER D :					
		INSURER E :					
		INSURER F :					
COVERAGES		CERTIFICATE NUMBER:		REVISION NUMBER:			
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>							
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<b>6</b>	GENERAL LIABILITY					EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>			MED EXP (Any one person)	\$
				Policy #	start date	end date	PERSONAL & ADV INJURY
<b>7</b>	GENL AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	\$ 1,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC					PRODUCTS - COM/PO/AGG	\$ 1,000,000
	AUTOMOBILE LIABILITY					Fire Damage-any 1fire	\$ 50,000
	<input checked="" type="checkbox"/> ANY AUTO					COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
<b>8</b>	<input type="checkbox"/> ALL OWNED AUTOS					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> NON-OWNED AUTOS						\$
<b>9</b>	UMBRELLA LIAB					EACH OCCURRENCE	\$
	EXCESS LIAB					AGGREGATE	\$
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					<input checked="" type="checkbox"/> WC STATU-TORY LIMITS	OTH-ER
<b>10</b>	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)					E.L. EACH ACCIDENT	\$ 100,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 100,000
	Professional Liability (E&O)					E.L. DISEASE - POLICY LIMIT	\$ 100,000
	Crime					E&O-1,000,000 OCC/AGG, claims-made	
<b>11</b>	Protected Information (PI)					Crime-1,000,000 OCC/AGG	
						PI-1,000,000 OCC/\$2,000,000 AGG	
<p>DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)</p> <p>All insurance carriers shown on this certificate have an A.M. Best Rating of B+ or better.</p> <p>Certificate Holder is named as additional insured.</p> <p>Above policies shall be primary and includes a Waiver of Subrogation in favor of the State of Colorado, its Officers, Agents, Employees and Volunteers.</p>							
CERTIFICATE HOLDER				CANCELLATION			
State of Colorado				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
<b>12</b>				<b>13</b>			
				AUTHORIZED REPRESENTATIVE			
				<b>14</b>			
<p>ACORD 25 (2010/05) The ACORD name and logo are registered marks of ACORD © 1988-2010 ACORD CORPORATION. All rights reserved.</p>							

### 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.
  - ✓ **ADD L 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 Ensured 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.

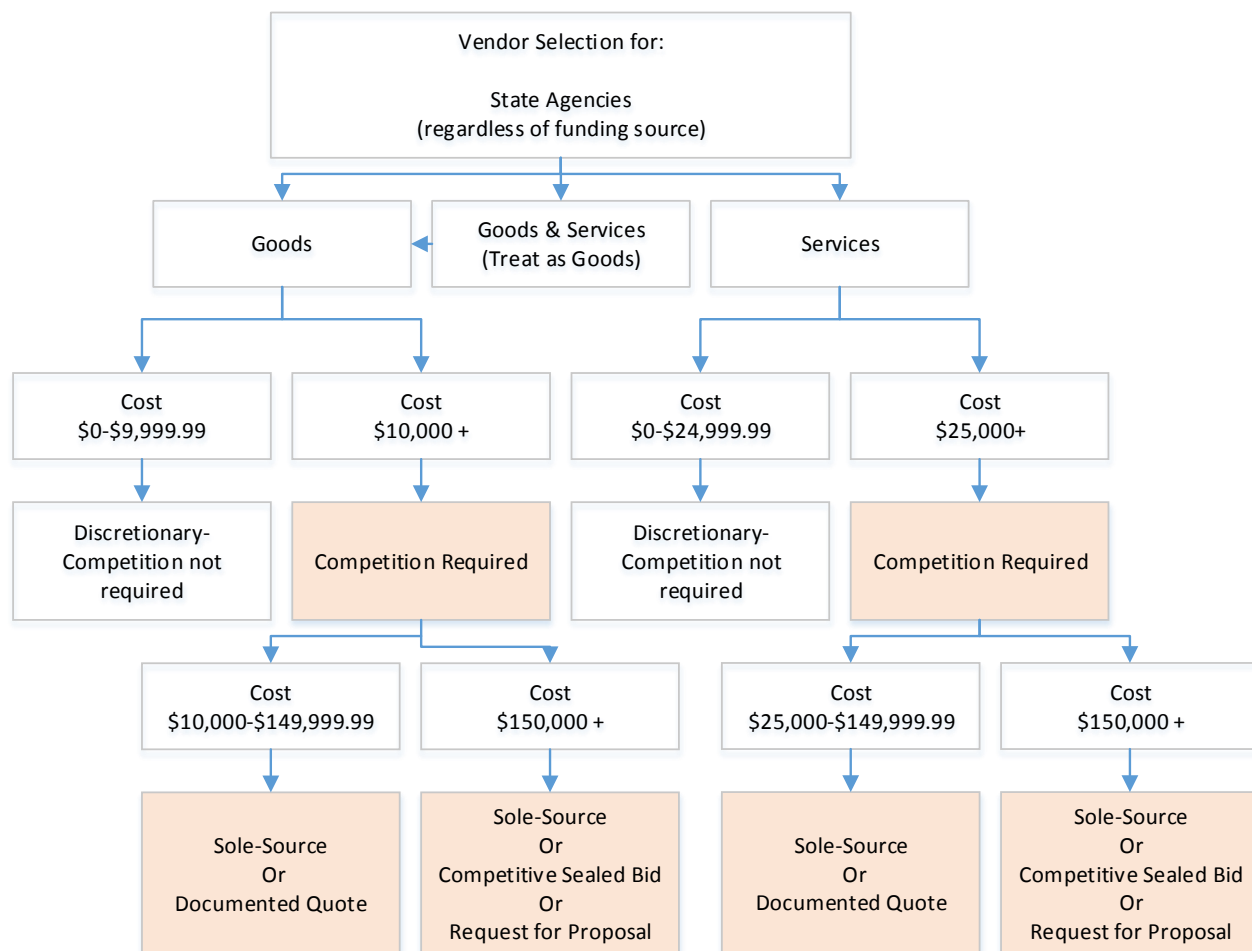
***Procurement** of Goods and/or Services is distinctly different than a **Subaward**. A **Procurement** transaction includes the purchase of property or services needed to carry out the project or program under a Federal or State Grant Award. See **Appendix D – Consultants/Contracts** for more information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



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.

## 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.

#### **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 state *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 *State 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

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

### 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:

1. [www.irs.gov](http://www.irs.gov)
2. [www.irs.gov/taxtopics/tc762.html](http://www.irs.gov/taxtopics/tc762.html)

## 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*.

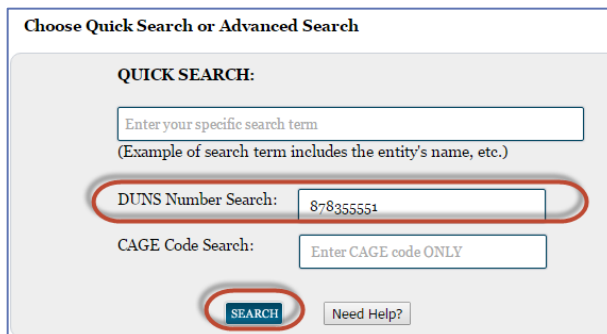
### A. Check SAM using a DUNS Number?

1. Log into SAM.gov
2. Click on Search Records



The screenshot shows the SAM.gov homepage with a dark blue header containing navigation links: HOME, SEARCH RECORDS, DATA ACCESS, GENERAL INFO, and HELP. Below the header, there are three main sections: 'CREATE USER ACCOUNT', 'REGISTER/UPDATE ENTITY', and 'SEARCH RECORDS'. The 'SEARCH RECORDS' section is highlighted with a red circle around the 'Search Records' button. The text in the 'SEARCH RECORDS' section states: 'All entity records from CCR/ FedReg and ORCA and exclusion records from EPLS, active or expired, were moved to SAM. You can search these records and new ones created in SAM. If you are a government user logged in with your SAM user account, you will automatically have access to FOUO information.'

3. Enter the DUNS and click search



The screenshot shows the 'Choose Quick Search or Advanced Search' interface. Under the 'QUICK SEARCH:' section, there is a text input field for 'Enter your specific search term' with a placeholder example '(Example of search term includes the entity's name, etc.)'. Below this, the 'DUNS Number Search:' field is highlighted with a red circle and contains the value '878355551'. The 'CAGE Code Search:' field is also visible with the placeholder 'Enter CAGE code ONLY'. At the bottom, the 'SEARCH' button is highlighted with a red circle, along with a 'Need Help?' link.

4. Make sure that "Exclusion" is checked and click "View Details"

TOTAL RECORDS: 1  
Result page 1 of 1

Sort by: Modified Date Order by: Descending

**FILTER RESULTS**

Your search returned the following results...

**By Record Status**

- ☒ Active
- ☐ Inactive

**By Record Type**

- ☐ Entity Registration
- ☒ **Exclusion**

Apply Filters

**Entity: PUBLIC SAFETY, COLORADO DEPARTMENT OF** Status: Active

DUNS: 878355551 CAGE Code: 3MLL2 **View Details**

Has Active Exclusion?: No DoDAAC: Delinquent Federal Debt? No

Expiration Date: 10/28/2017

Purpose of Registration: Federal Assistance Awards Only

Result page 1 of 1

Save PDF Export Results Print

5. View any Exclusions. If any Exclusions are present you may not award to that *Contractor* or *Subgrantee*.

HOME SEARCH RECORDS DATA ACCESS GENERAL INFO HELP

**Entity Dashboard**

**PUBLIC SAFETY, COLORADO DEPARTMENT OF**  
DUNS: 878355551 CAGE Code: 3MLL2  
Status: Active  
Expiration Date: 10/28/2017  
Purpose of Registration: Federal Assistance Awards Only

700 Kipling ste 1000  
Lakewood, CO, 80215-5897,  
UNITED STATES

Entity Overview

**Entity Registration Summary**

Name: PUBLIC SAFETY, COLORADO DEPARTMENT OF  
Doing Business As: Division Of Criminal Justice  
Business Type: US State Government  
Last Updated By: Lyndsay Clelland  
Registration Status: Active  
Activation Date: 10/28/2016  
Expiration Date: 10/28/2017

**Exclusion Summary**

Active Exclusion Records? No

Entity Dashboard Links:

- Entity Overview
- Entity Registration
  - Core Data
  - Assertions
  - Reps & Certs
  - POCs
- Exclusions**
  - Active Exclusions
  - Inactive Exclusions
  - Excluded Family Members

RETURN TO SEARCH

## B. Check SAM without a DUNS Number?

1. Log into SAM.gov
2. Click on DATA ACCESS

**SAM**<sup>SM</sup>  
SYSTEM FOR AWARD MANAGEMENT

USER NAME: [ ] PASSWORD: [ ] **LOG IN**

[Forgot Username?](#) [Forgot Password?](#) [Create an Account](#)

HOME SEARCH RECORDS **DATA ACCESS** GENERAL INFO HELP

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.

Exclusions Extract Data Package	Data Package Information
<p><b>Data Access Role:</b> Public</p> <p><b>Format:</b> CSV</p> <p><b>Description:</b> This data package contains the publicly available data for all active exclusion records entered by the Federal government identifying those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits. Users must read the exclusion record completely to understand how it impacts the excluded party. The links include the three-digit Julian date for easier identification of the most recent file. No special data access is needed to download this file.</p> <p><b>Warning:</b> Older versions of Microsoft Excel cannot load more than 65,536 rows from a CSV file. If you have Microsoft Excel version 2007 or higher, you should be able to load the complete file. If you encounter this limitation, and do not need the complete file, you can use SAM's Search functionality to filter to a smaller subset of data and export the results.</p>	<p><a href="#">Public Exclusions Extract Layout</a></p>
<p><b>Complete File - Last 7 Days</b></p> <p><a href="#">Exclusions 040</a>   <a href="#">Exclusions 041</a>   <a href="#">Exclusions 042</a>   <a href="#">Exclusions 043</a>   <a href="#">Exclusions 044</a>   <a href="#">Exclusions 045</a>   <a href="#">Exclusions 046</a>  </p>	

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 state *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 state 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*, 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*.
10. The *Grantee*, *DCJ* 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..
  - 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.
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:																																
DAILY TOTAL																																

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 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.

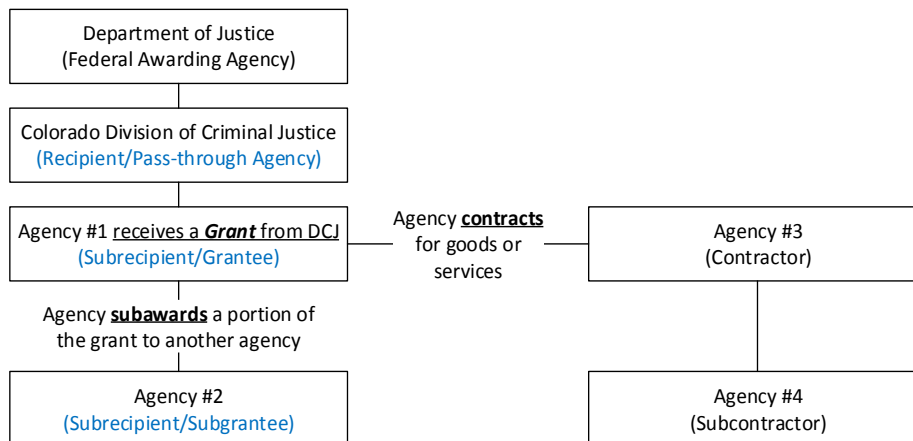
**Contract Management System (CMS) Number:** Each record entered into the *Contract Management System* will have a unique identifier associated with it.

**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 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.

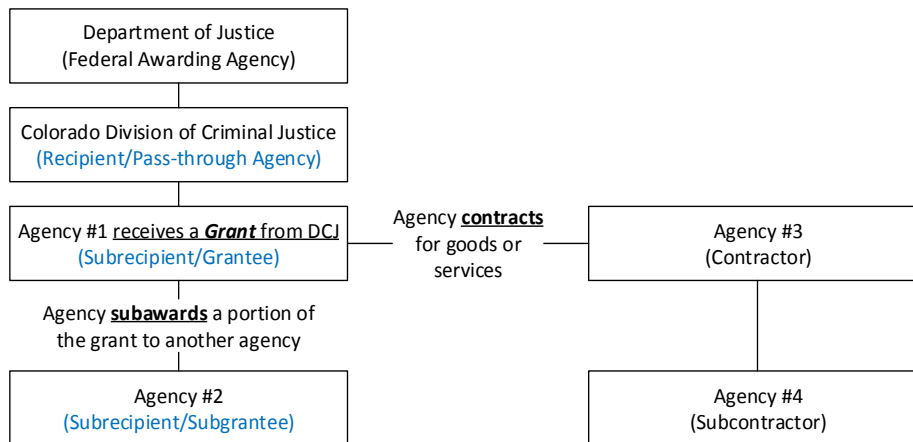
**Grant Extension:** An extension of the *End Date* of the *Grant Award Period* without an increase in grants funds also known as a No Cost Extension. Requires *Prior Approval* by DCJ by submission of the Change in Grant Award Period form (DCJ Form 4-C) a minimum of 60 days before the grant period ends.

**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*.



**Grants Management System (GMS):** A program or application that assists DCJ in administering and automating the grant process and ease grant-related administrative burdens. 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.

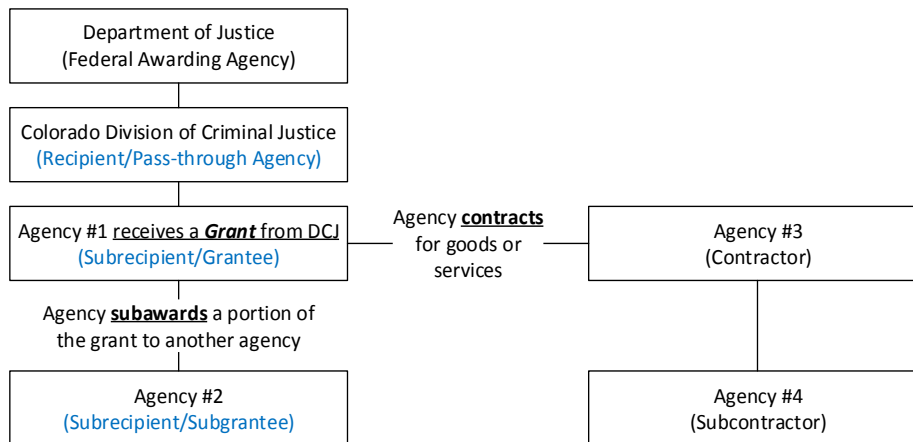
**Matching Funds:** The designated amount of non-federal dollars or contributions the *Grantee* (or *Subgrantee*) is required to use for the project in addition to the federal *Grant Award Amount*. Also see *Cash Match* and *In-kind Match*.

**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 be submitted in writing to DCJ for approval.

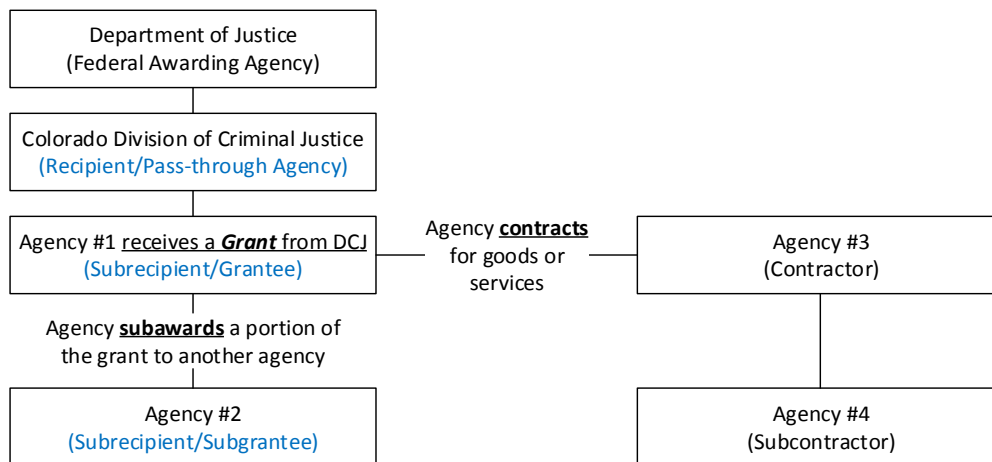
**Project Title:** Each *Grant Award* issued by DCJ has a *Project Title*. This title is usually chosen by the *Grantee* at the time of Application, and should be included on all documents and correspondence associated with the *Grant Award*.

**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 receives 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 exist. All sole-source procurements must be thoroughly documented and justified.

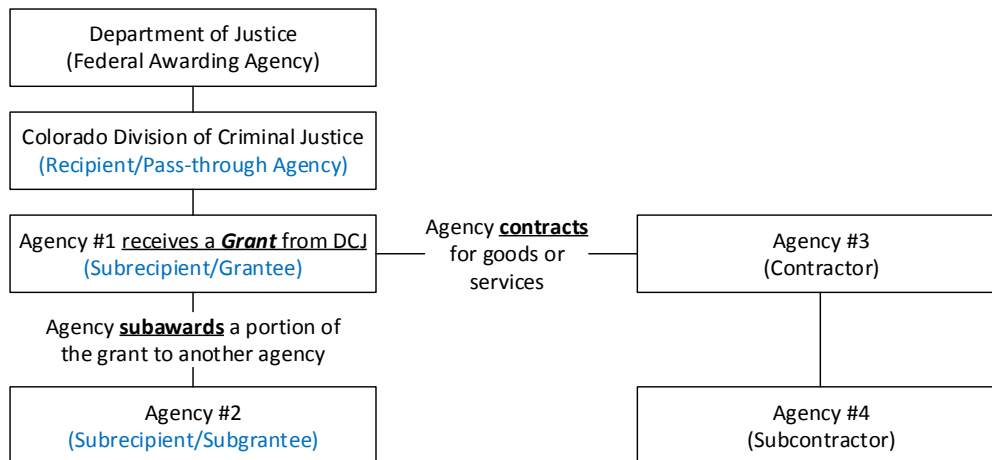
**Special Conditions:** Conditions applied to awards on a case-by-case basis and are located on the *Grant Agreement*. Special Conditions may be passed-through requirements from the *Federal Award* or DCJ required. Also known as *Specific Conditions*.

**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.

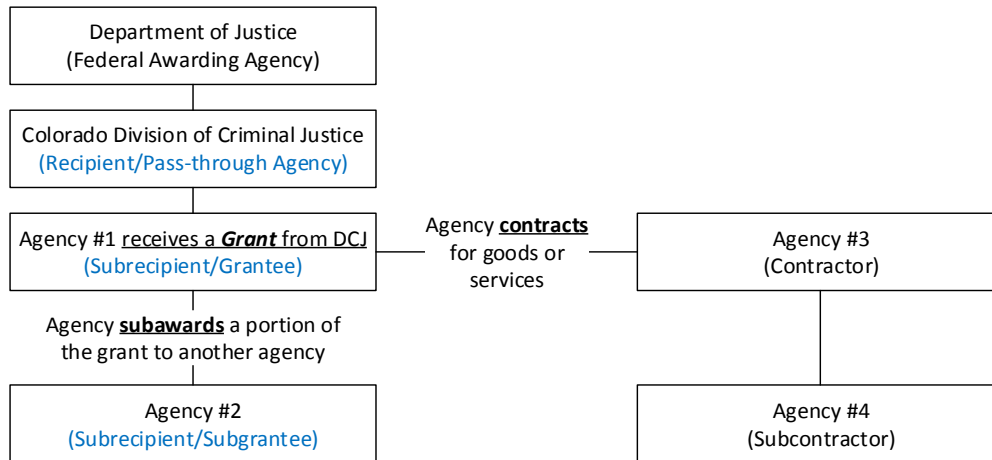
**Statement of Work (SOW):** The statement of work includes the purpose, describes the *Goals* of the project, and details the work performance expectations. The success of a project is measured against the statement of work and adherence to other terms and *conditions of the award or contract*.

**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.

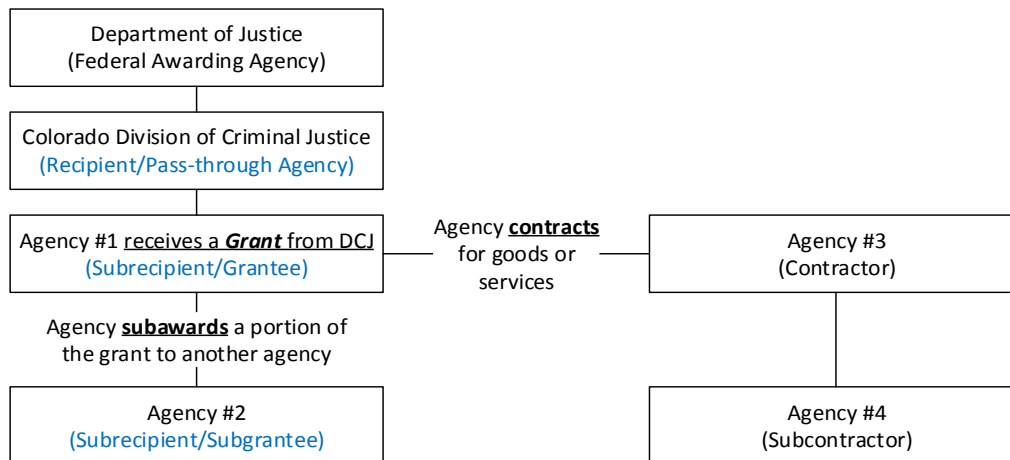
**Subcontractor:** An entity that receives a contract as a legal instrument by which a *Contractor* purchases property/goods or services needed to carry out the project or *Program* under a *Federal Award*. A contract is when the issuer of the transaction received a benefit, good, or service directly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



**Subgrantee:** 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.



**Subrecipient:** An entity that receives a *Subaward* from a *DCJ* or a *Grantee* to carry out part of a Federal Award; 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](http://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*.