



## Grant Management Procedures Guide

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# Overview

## Background

The California GROWS ([CalGrows](#)) initiative is CDA's Direct Care Workforce Training and Stipends Program that will incentivize, support, and fund career pathways for the Home and Community-Based Services (HCBS) workforce (non-IHSS). CalGrows seeks to provide the foundation for many positive outcomes in HCBS, including increased skills, satisfaction, retention, and career development opportunities for direct care workers.

## Purpose of the Grant Management Procedures Manual

The Grant Management Procedures Manual (Manual) is designed to provide direction to Grant Recipients (Grantee) for the successful management of the CalGrows Innovation funded projects. The Manual identifies the roles and responsibilities of all parties and describes the processes and procedures required by the terms and conditions in the Grant Agreement. This manual does not supersede or take the place of any provisions of your grant agreement.

## General Responsibilities

### Division of Policy, Research, and Equity (DPRE)

The California Department of Aging (CDA), DPRE manages the CalGrows Grant Agreements and ensures Grantees are compliant with applicable regulations and requirements and grant terms and conditions. DPRE also provides Grantee with technical assistance throughout the Grant Agreement term.

### Local Finance Bureau

The California Department of Aging (CDA), Local Finance Bureau (LFB) is responsible for ensuring the financial integrity of the Department, federal expenditure reporting, grant reconciliation, close-out activities, and fiscal monitoring.

### Business Management Bureau

The California Department of Aging (CDA), Business Management Bureau (BMB) is responsible for CDAs contracting and procurement, grant agreement development and support, and records and forms management.

### Grantee

Grantee adheres to the Grant Agreement scope of work, keeping the project on track and ensure all project activities, including contractor/consultant activities, comply with applicable regulations and requirements and grant terms and conditions.

## **Grantee Resources**

Forms and templates referenced in this manual, as well as other resources, can be requested through your Grant Agreement Manager.

# Prior Approval Required

Prior approval is required from your Grant Agreement Manager for the following:

- Revision of the scope of work, objectives, work plan, activities, milestones, dates, or deliverables
- Budget revisions
- Line-item shifts
- Travel costs not listed in the approved proposal and budget
- Contracting out or obtaining the services of a third party not listed in the approved proposal
- Change in Grantee organization or key personnel
- Change or addition of personnel related to administrative and clerical staff salaries
- Revision to goal or outcome measures
- Participant support costs not listed in the approved scope of work
  - Stipends
  - Registration fees paid to or on behalf of participants or trainees (but not employees) in connection with approved conferences, training projects, surveys, and focus groups.

The information required for approval varies according to the type of approval sought. Contact the assigned Grant Agreement Manager for the information required for your situation.

Failure to obtain prior approval may result in costs being deemed unallowable and request for reimbursement being denied

# Project Management

## Grant Agreement

The Agreement is a legal document that outlines the conditions the grantee must meet to receive funding for a project. Much of the Agreement is standardized language with most of the project specific information incorporated. Sections of the Agreement include:

- Cover Sheet- STD 213 form, approval signatures
- Exhibit A, Exhibit A Attachment 1 - Legal basis for Agreement, party contacts, grantee responsibilities. Scope of Work- Project specific work to be performed by the grantee.
- Exhibit B, Exhibit B Attachment 1, Attachment 2 - Budget Detail and Payment Provisions- Project specific and non-negotiable standard language regarding project funding.
- Exhibit C - General Terms and Conditions
- Exhibit D – Course Catalog

## Allowable Costs

A cost is allowable if it directly relates to the approved project and is incurred solely to advance work under the Grant Agreement. Allowable costs may include salaries and wages, fringe benefits, consultant services, travel, subcontractors and materials, data collection and analysis, incentives and stipends, and training.

Expenditures must conform to CDA program requirements, be made in compliance with federal and state laws and regulations as applicable, and be:

- Necessary and reasonable for proper and efficient performance and administration of the project.
- Authorized or not prohibited under federal, state or local laws or regulations.
- Determined in accordance with generally accepted accounting principles.
- Adequately documented and appropriately supported with source documentation that includes, but is not limited to: contracts for subcontractors, vendor invoices, evidence of payment, employee timesheets, payroll registers, accounting records, and documented methodology if allocating shared costs.

## Unallowable Costs

A cost is unallowable if it does not comply with program requirements or other terms and conditions of the Grant Agreement. A cost is also unallowable if it is not contained in the approved proposal is not necessary and reasonable to advance the work of the project. Unallowable costs will not be reimbursed. A cost is unallowable if it cannot be supported by adequate documentation that the expense occurred.

Specific expenses that are unallowable include, but are not limited to: sponsorships,

hospitality suites, donations, gifts, giveaways, alcoholic beverages, costs of entertainment (including amusement, diversion and social activities, and any costs directly associated with such costs such as tickets to shows or sports events, meals, alcoholic beverages for celebratory purposes or personal consumption, lodging, rentals, transportation, and gratuities), costs associated with promoting an organization or membership building, costs associated with lobbying, costs for organized fundraising including financial campaigns and solicitation of gifts, and all costs associated with travel to a state with discriminatory laws including all conference costs and registration fees (see [Restriction on Travel to States with Discriminatory Laws](#) on page 8).

Additional guidance regarding allowable and unallowable costs and activities is available from the assigned Grant Agreement Manager.

## Direct and Indirect Costs

### Indirect Cost Rate

Indirect costs are limited to a maximum of ten percent (10%) of the total amount of Salary and Wages plus Fringe Benefits. Indirect costs must be supported with actual costs. Indirect costs may not be increased from the originally approved budget amount. This also applies to the Grantee's contractors/consultants.

### Charging Direct and Indirect Costs Consistently

Grantees are prohibited from charging an indirect cost as a direct cost. Grantees are responsible for presenting costs incurred for the same purpose in like circumstances consistently and must not include costs associated with their organization's indirect cost policy as direct costs.

**Direct costs** are costs that can be identified specifically with a particular project or can be directly assigned to a project activity relatively easily with a high degree of accuracy. Typically, direct costs include, but are not limited to, compensation for employees who work directly on the project, travel, and supplies necessary to the project.

**Indirect costs** (also known as "facilities and administrative costs") are costs incurred for a common or joint objective that cannot be identified specifically with a particular project. Typically, indirect costs include, but are not limited to, compensation for executive officers, and administrative and clerical staff, costs of operating and maintaining facilities, general administration expenses (such as supplies that cannot be identified specifically with a particular project), accounting and personnel services, depreciation, and insurance.

The following are considered indirect and should not be charged to the grant as direct costs:

- Information technology department services
- Rent

- Organizational Utilities and internet service
- Telephone service (mobile and land-line)
- General office supplies
- Insurance and indemnification

## Amendments

An amendment to the grant agreement may be necessary under the following circumstances:

- A time extension,
- Scope of Work Revisions (deviation),
- Changes to the line-item budget, and
- Relevant changes in the law, rules, and/or regulations.

## Time Extension

CDA expects projects to be completed on time and according to the schedule of the Agreement. However, time extension may be necessary due to unforeseen delays or other mitigating factors that cause the project to fall behind schedule and prevent completion by originally schedule date. The Grantee should discuss the need for a time extension with Grant Agreement Manager as soon as it becomes apparent there will be delays. Grant Agreements cannot be extended beyond September 30, 2024.

## Project Scope Revisions

Scope revisions are required when changes to activities, milestones, dates, deliverables, support from other grant programs, and/or budget occur. Requests for revisions must be made in writing and provide sufficient information to explain the need and how the change affects the project. Revisions must be requested by an authorized official of the Grantee organization, and approved by CDA. Reimbursement is available only for approved project activities.

Failure to obtain prior approval of Scope revisions may result in costs being deemed unallowable and request for reimbursement denied.

Examples of project changes that require a Scope revision include, but are not limited to:

- Transfer of project work to a third party through a contract, sub-grant, or any other means.
- The addition, deletion, or revision of activities and/or deliverables.
- Change of Grantee, Grantee organization name, or Grantee organizational status.
- Changes to the stated goals or outcome measures.

- Changes to the approved budget.

Consult with the assigned Grant Agreement Manager for further instructions on completing a Scope revision.

## Line Item Shift Requests

In the event a change to the project's budget line items is necessary, Grantees are required to complete and submit to CDA a SOW revision along with a Line Item Shift Request (LISR) in advance to adjust budget line items. Approval for the LISR must be obtained from the Grant Agreement Manager prior to incurring costs under the revised budget.

The following restrictions and requirements apply to LISRs:

- The project award amount cannot be increased or decreased through this process.
- LISRs must be accompanied by a SOW revision.

Consult with the assigned Grant Agreement Manager for further instructions on completing a Scope revision.

Note: Grantees may have multiple LISRs throughout the Agreement Term.

## Notification of Problems and Delays

Grantees must immediately notify Grant Agreement Manager of any delays, problems, and/or adverse conditions that may materially affect the project. Examples include but are not limited to: inability to collect data, conduct research, or complete any activity according to the work plan or work plan schedule; inability to fill vacant positions resulting in activities being delayed or eliminated. Some problems and delays may require a Project Scope revision.

## Timekeeping Requirements

Activity reports are required to support salary and wage and fringe benefit expenditures charged to grants. Each report must account for the total activity for which each employee is compensated, as well as the hours worked on a particular grant project. A description of activities must be included, and the description must include enough detail to determine whether the activity is project-related. This also applies to salaried employees, such as Executive Directors. Costs not adequately supported are unallowable and will not be reimbursed.

## Travel

All travel costs must be substantiated by receipts. Costs not substantiated by receipts are considered unallowable and will not be reimbursed. Credit card statements are not acceptable as receipts to support travel costs.

## Restriction on Travel to States with Discriminatory Laws

California Assembly Bill 1887 (2016) prohibits the use of state-funded or state-sponsored travel to any state that has enacted discriminatory laws or practices. The Attorney General will maintain a current list of states that are subject to the travel prohibition on its website: <https://oag.ca.gov/ab1887>. Costs associated with travel to the states affected by this restriction are unallowable.

## Domestic Travel

Reimbursement is for actual costs up to the maximum allowance for meals, incidentals, and lodging expenses for each complete 24 hours of travel. The maximum travel rates allowable are the lesser of the rates in effect at the time of travel as established by the [California Department of Human Resources \(CALHR\)](#), or the Grantee's established travel policy.

Luxury accommodations include lodging at all-inclusive hotels/resorts or multi-bedroom suites are never appropriate using grant funds. Luxury accommodations or other forms of lodging that exceed the GSA rate, even when travel involves multiple individuals sharing a single accommodation such as a suite, are unallowable.

## Ground Transportation

### *Rental Vehicle*

Grantees should utilize the most economical rental vehicle option available. Reimbursement is up to the actual cost. Excessive costs will be disallowed and/or reduced to a reasonable, allowable rate. In cases where there is a need for another type of vehicle (such as several people traveling together with luggage or carrying equipment), the Grantee must provide a justification to the Grant Agreement Manager.

Fuel reimbursement when using a rental vehicle will be at the actual cost for the fuel and must be supported with receipts.

### *Privately Owned Vehicle*

Mileage reimbursement for using a privately owned vehicle will be at the [standard mileage rate](#) established by the U.S. Internal Revenue Service in effect at the time of travel. Mileage logs should be utilized to substantiate mileage costs.

### *Rideshare Service*

Grantees should utilize the most economical rideshare service (e.g., Uber, Lyft, taxicab) option available. Reimbursement will be at the actual cost and must be supported with receipts.

Note: Travel by a luxury vehicle such as a limousine is never appropriate using grant funds and will not be reimbursed.

## Parking

Grantees should utilize the most economical parking option available. Reimbursement for parking is up to the actual cost and must be supported with receipts. Excessive costs will be disallowed and/or reduced to a reasonable, allowable rate.

### Air Travel

All travelers must use economy-based rates for airfare. Reimbursement is available up to the actual airfare expenses incurred and must be supported with receipts. The following costs related to air travel are unallowable and will not be reimbursed:

- Upgraded seats
- Priority boarding
- Excessive booking fees
- Seat assignment fees

## Contractors/Consultants

Grantees may contract for services that cannot be provided by staff employed by the Grantee. Generally, these services are for a short-term period and provide a specific and identifiable product or service. Grantees are responsible for ensuring their contractors/consultants comply with applicable regulations and requirements. Contracting out must not affect the Grantees overall responsibility for the management of the project, and the Grantee must reserve sufficient rights and controls to enable it to fulfill its responsibilities for the project.

Grantees must establish and follow a documented procurement policy which conforms to applicable state and local regulations. Please see Appendix 1 - *Procuring Goods and Services* reference document.

The grantee must follow its organization's adopted resolution or policy for the competitive bidding, sole source, and contract award process.

Subcontractors must also adhere to their organization's written policy for the competitive bidding, sole source contract award process.

Prior approval is required when contracting out or obtaining the services of a third party not listed in the approved scope of work. Please see [Prior Approval Required](#) on page 3 and [Project Scope Revisions](#) on page 6.

### Competitive Process

All procurement transactions must be conducted in a manner providing full and open competition and consistent with state and local procurement standards.

### Written Agreement

The Grantee must have a written agreement with each contractor/consultant. The written agreement must include at a minimum: identification of the contracting parties, beginning and ending dates, dollar amount of the contract, a description of activities, services or

deliverables to be performed with a time schedule, a budget, payment provisions, and the policies and requirements that apply to the contractor/consultant. The budget must include the same line item categories as the Grant Agreement budget.

## Compensation

Contractor/consultant invoices provided to the Grantee must include sufficient detail and information to determine that the expenditures invoiced are project related, reasonable and allowable.

When utilizing a flat-rate for services, Grantees must include a justification for the flat-rate fee and demonstrate the rate is reasonable and consistent with fees in the marketplace for similar services. The inclusion of costs that would otherwise be unallowable within a flat-rate for services is prohibited.

The rate and method of compensation (e.g. salary and fringe, flat rate, etc.) must match the Project Scope as well as the written agreement between the Grantee and the contractor/consultant. A Project Scope revision is necessary if the rate and/or method of compensation changes from the approved Project Scope.

## *Indirect Costs for Contractors/Consultants*

Indirect costs for contractors/consultants are allowed. The indirect cost rate cannot exceed the maximum allowable (see [Indirect Cost Rate](#), page 5). Indirect costs cannot be increased from the originally approved amount.

## Equipment

Equipment is tangible, nonexpendable, personal property having a useful life of more than one year and an acquisition cost of \$5,000 or more per unit.

Equipment may be purchased using grant funds when reasonable and necessary and with prior approval from Grant Agreement Manager.

## Public Information and Education

Public Education and Information (PE&I) falls into two categories:

- Educational – materials that educate and inform an audience such as activity books, coloring books, brochures, and posters.
- Promotional – material that promotes, supports, or enhances efforts and directly relates to the project objective such as key chains, onboard signs, mugs, pencils, magnets, and litter bags. The State of California and CDA do NOT allow grant funds to be used for promotional purposes.

Subrecipients that use CDA funds to produce educational material must receive approval from the CDA Office of Communications prior to production. Additionally, subrecipients that use non-federal or state funds to produce PI&E materials must receive written

approval from the CDA Office of Communications in order to use any CDA logo. Subrecipients should allow a minimum of 10 business days for approval; they should contact their CDA Office of Communications for assistance.

Subrecipients should also advise vendors that all materials used in the production of public outreach materials paid for with grant funds are the property of the subrecipient and the CDA (i.e., data, plates, digital files, camera-ready artwork, designs, concepts, photographs, video, and audio). CDA reserves the right to use materials developed by the subrecipient and/or contractor.

Inclusion of the logo and/or funding line should not interfere with the primary program messaging. Questions regarding the inclusion, size or placement of either logo or funding statement should be directed to CDA Communications.

### Advertising & Public Relations

All press releases discussing the kick-off of a grant, any grant-funded activity, or any program advertisement utilizing the CDA logo must be approved by the CDA Office of Communications prior to dissemination. Approval is also required for all uses of CDA logo or mention of CDA in materials. The sub-recipient should email the draft press release to [communications@aging.ca.gov](mailto:communications@aging.ca.gov) at least 14 days in advance of the announcement or event and copy the appropriate CDA Program Coordinator.

A subrecipient must coordinate media and kick-off events with the CDA Office of Communications.

Grant funds may be used to purchase paid advertising (e.g., television, radio, cinema, Internet, print, outdoor). Special reporting documents are required, and costs must be displayed as a separate “paid media” line item in the grant budget. Additionally, federally funded public service announcements (PSAs) or video materials intended for television broadcast must be closed captioned. A subrecipient should contact their CDA Office of Communications for more information on paid advertising.

### Copyrights/Trademarks

CDA reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal or state government purposes the following:

- The copyright/trademark in any work developed under a grant, sub grant or contract under a grant or sub grant.
- Any rights of copyright/trademark to which a subrecipient or contractor purchases ownership with grant funds.

# Invoicing

## Payment Methods

There is one payment method for allowable costs incurred –reimbursement payments. It may take up to 45 days from the date a properly submitted, undisputed invoice is received for a check to be issued by the California State Controller’s Office on behalf of CDA.

### Reimbursement Payments

Grantees submit payments electronically to CDA for reimbursement of actual expenditures incurred. Grantees will submit the CalGrows Invoice via email to [cagrows@aging.ca.gov](mailto:cagrows@aging.ca.gov). Clear support documentation must be submitted along with the CalGrows Invoice template for every dollar claimed.

### Instructions to Grantee

- Invoices shall be submitted to CDA for review and approval by emailing the invoice and all applicable backup documentation to the CDA at [cagrows@aging.ca.gov](mailto:cagrows@aging.ca.gov).
- Grantee shall use the CDA 3049 CalGrows Invoice Template provided by CDA.
- Grantee shall clearly note Grantee’s name and address on each invoice. The name on the invoice must match the Payee Data Record (Std. 204) and the name listed on this Agreement.
- Each submitted invoice shall include:
  - Date(s) during which the services or deliverables were provided and the date in which the invoice was generated
  - Agreement number, which can be found on the Standard Agreement Form (Std. 213) or Standard Agreement – Amendment (Std. 213A)
  - Budget detail, as specified by CDA
  - Invoice total.
  - Documentation to justify expenses by budgeted line item

## Withholds

### Withhold Payment Notification

CDA will issue a Withhold Payment Notification to delay payment of an invoice if there is an invoice discrepancy or error, unallowable costs claimed, unresolved audit findings, or late reports. The Withhold Payment Notification describes the reason for withholding payment and what actions, if any, are required to resolve the issues for withholding payment. Invoices are processed once all issues are resolved. A Withhold Payment Notification will not be sent for funds withheld pending closeout, see Withhold Pending Closeout below.

# Reporting Requirements

## Progress Report

Grantees are required to submit a progress report no later than 30 days after each reporting period ends. The progress report is used to identify milestones, results achieved, success stories, potential concerns, and other pertinent information, such as program income. Grantees will receive a progress report template from CDA approximately one month prior to each reporting due date, which are:

- September 1, 2023 (reporting period 3/1/2023 – 8/31/2023)
- March 1, 2024 (reporting period 9/1/2023 – 2/29/2024)

## Final Report

Grantees are required to submit a final report no later than 30 calendar days following the expiration date of the Grant Agreement or after the project is complete, whichever comes first. Grantees will receive a final report template from CDA approximately one month prior to the end of the project.

# Compliance and Remedies for Noncompliance

## Compliance Reviews

All Grant Agreements are subject to a minimum of one financial compliance audit. The purpose of compliance audit is to review financial records and documentation to ensure funds are being used for the intended purpose in compliance with the Grant Agreement terms and conditions, and the Guide.

Audits are generally conducted during the term of the Grant Agreement but may be conducted after the Grant Agreement has ended. Grantees must allow access to records and documentation relevant to the Grant Agreement, as well as any employees who may reasonably have information related to the Grant Agreement.

Documentation may include but is not limited to timesheets and payroll records, travel logs that document mileage, invoices/receipts for costs incurred, lodging, and meals, and contractor/consultant contracts and invoices.

An authorized representative of CDA, such as a CDA auditor, will contact the Grantee to request supporting documentation or schedule an audit.

## Remedies for Noncompliance

CDA may take one or more of the following remedies for failure to comply with state laws and regulations, Grant Agreement terms and conditions, and/or the Guide:

- Disallowance of costs for all or part of the cost of the activity or action not in compliance, or for the invoicing or reporting period not in compliance;
- Withdrawal of authorized personnel approval;
- Withholding of payments;
- Denial of advance payment requests;
- Imposition of additional conditions; and,
- Suspension or termination of the Grant Agreement.

### Additional Conditions

CDA may impose additional specific conditions on Grantees that have been identified as high risk or are noncompliant with state laws and regulations, Grant Agreement terms and conditions, and/or the Guide.

Reasons for imposing additional conditions include but are not limited to:

- Late invoices or progress reports;
- Audit findings;
- History of unsatisfactory performance; and/or
- Noncompliance with terms and conditions of current or previous awards.

Additional condition examples include but are not limited to:

- More frequent submission of progress reports;
- More frequent submission of invoices;
- Submission of supporting documents with each invoice;
- Additional site visits and audits;
- Requiring payments as reimbursements rather than advance payments; and/or
- Establishing additional prior approvals.

Grantees will be notified in writing of the additional conditions imposed; the reasons for imposing the additional conditions; the actions required, if any, to remove the additional conditions; the timeframe in which the required actions must be completed; and the method of appealing the additional conditions imposed.

### Termination of Grant Agreement

CDA may terminate a Grant Agreement for noncompliance. The Grantee will be notified in writing of the reasons for termination, the date the termination is effective, and the method for appealing the termination. Please refer to your Grant Agreement for more information.

### Disputes

The Grantee must continue with the responsibilities under this Agreement during any dispute. In the event of a dispute, the Grantee must file a "Notice of Dispute" with the Grant Agreement Manager or designee within ten (10) calendar days of discovery of the problem. The Notice of Dispute must contain the Agreement number. Within ten (10) calendar days of receipt of the Notice of Dispute, the CDA Agreement Manager or designee must meet with the Grantee for the purpose of resolving the dispute. In the event of a dispute, the language contained within this Agreement prevails.

### Dispute Resolution

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of Division of Policy, Research and Equity (DPRE) at [CAGROWS@aging.ca.gov](mailto:CAGROWS@aging.ca.gov). The decision of the CDA DPRE Deputy Director shall be final. The Grantee shall continue with its responsibilities under this Agreement during any dispute.

# Closeout

Before the Grant Agreement is closed, Grant Agreement Manager will review the final report and invoice and verify resolution of any project performance concerns or compliance audit findings. A closeout letter and final payment will be issued when closeout review is completed.

*Closeout does not cancel property management, record retention, or financial accountability requirements.*

## Record Retention

Grantee must retain financial records, project records, and supporting documents until December 31, 2029 or until any litigation related to the grant is resolved, whichever is later. All records must be made available to CDA or its designees upon request.

Records that must be retained include:

- Timesheets and records that reflect the total activity (including descriptions) for which each employee is compensated;
- Actual expenditure invoices of direct costs charged to grant funds;
- Employee reimbursement claims including lodging, per diem and transportation receipts;
- Evidence of payment such as cancelled checks, bank account records, or credit card statements.
- Evidence of competitive procurement when necessary, such as evidence of solicitation of bids, policies and procedures for scoring bids, and all submission of bids.
- Documentation supporting calculation or methodology to determine indirect costs; and,
- All other supporting documentation related to the Grant Agreement.

# Appendices

Appendix 1 – Procuring Goods and Services  
Appendix 2 – Line Item Shift template