

Commonwealth of the Northern Mariana Islands (CNMI)

Department of Finance

SUBRECIPIENT MONITORING POLICY AND PROCEDURES



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SECTION 1: PURPOSE

In accordance with federal regulations under 2 CFR 200.331, the CNMI may award subgrants to eligible subrecipients to support the implementation of federally funded programs. When doing so, the primary grantee department bears the responsibility of monitoring these subrecipients to ensure full compliance with federal, state, and local requirements, and to verify the subrecipient's eligibility to receive the subaward. A grant monitoring policy must be in place prior to the issuance of a subaward. If no existing policy is available, the recommended standardized monitoring policy outlined below must be followed.

Section 1.1 Applicable Statutes

[2 CFR 200.331 Subrecipient and Contractor Determinations](#)

[2 CFR 200.303 Internal Controls](#)

Section 1.2 Definition and Acronym

Subaward- An award provided by a pass-through entity to a subrecipient for the subrecipient to contribute to the goals and objectives of the project by carrying out part of a federal award received by the pass-through entity.

Subrecipient – A non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal program.

Pass-through entity – Non-federal organization that receives a federal award and then issues subawards to other non-federal entities called subrecipients to carry out portions of the funded projects.

Section 1.3 Effective Date

The Subrecipient Policies and Procedures will be effective **August 4, 2025**, and the following subrecipient monitoring process will be enforced.

SECTION 2: SUBRECIPIENT POLICY AND PROCEDURES

Granting Subaward to Subrecipient

In the event that the CNMI awards subgrants to other entities, the grantee department is responsible for monitoring the grant subrecipients to ensure compliance with federal ([2 CFR 200.331](#)), state, and local laws and as well as verifying their eligibility to receive the subaward.

Note: A grant monitoring subrecipient policy is required in order to receive the subaward. If no existing policy is in place, please refer to the recommended standardized monitoring policy.

Recommended Standardized Monitoring Policy

When a subrecipient receives a subaward, the Program Coordinator ensures compliance with regulations and proper documentation throughout the process while notifying relevant stakeholders of the award. The Program Coordinator prepares an Allotment Advice needed to establish the project.

The Federal Section enters subawards in the Project Master module of Tyler Munis to create a unique project number under an existing grant. Within this module, the 'Project Type' field must be set to the code "**FGSR**" (Federal Grant Subrecipient), which designates the project as a subrecipient-funded initiative. Selecting the "FGSR" code is essential for identifying projects where federal funds are passed through to external entities. This classification supports compliance with federal grant requirements by enabling accurate tracking of Assistance Listing Numbers (ALNs), reporting obligations, and audit documentation related to subrecipient activities.

A formal subrecipient agreement is then drafted, outlining the terms and conditions, responsibilities, and compliance requirements of the subaward. To finalize the agreement, a meeting is scheduled with the agency director to discuss and address any concerns before proceeding with approval. After the meeting, the agency director reviews and signs the subrecipient agreement along with related documents. This formalizes the grant award, ensuring that all conditions are met before the funds are utilized.

Monitoring continues beyond the initial approval. After the first year, a checklist and assessment are completed to evaluate the subrecipient's performance and compliance with the agreement. These assessments are updated annually or upon project completion to maintain accountability and ensure adherence to the terms of the award.

See [Appendix A](#) for the Recommended Monitoring flowchart.

See [Appendix B](#) for the Grant Award Notification template

See [Appendix C](#) for the Subrecipient Agreement sample

See [Appendix D](#) for the Grant Monitoring Checklist

See [Appendix E](#) for the Subgrantee Risk-Based Assessment

Notification and Documentation

- The Program Coordinator identifies the subrecipient and verifies eligibility based on grant criteria.
- Notifies relevant stakeholders of the intent to issue a subaward.
- Collects and maintains all documentation related to the subaward, including eligibility records, correspondence, and preliminary approvals.

Project Establishment

- The Program Coordinator prepares an Allotment Advice to initiate the project setup.
- The Federal Section enters the subaward into the Project Master module in Munis using the "FGSR" code.
- This entry generates a unique project number under the primary grant, ensuring accurate tracking and proper fund allocation.

Agreement Drafting and Approval

- A formal subrecipient agreement is drafted, including:
 - Terms and conditions
 - Roles and responsibilities
 - Compliance and reporting requirements
- A review meeting is scheduled with the Agency Director to discuss the agreement and resolve any concerns.
- Upon resolution, the Agency Director signs the agreement and related documents, officially formalizing the subaward.

Ongoing Monitoring

- Beginning in the second year, the Program Coordinator completes a monitoring checklist and performance assessment for the subrecipient.
- These assessments are reviewed annually or upon project completion.
- The monitoring process ensures continued compliance with the agreement terms and all applicable grant requirements.

SECTION 3: DEPARTMENT/AGENCY RESPONSIBILITIES PROCEDURES

Grant Program Coordinator

- Verifies subrecipient eligibility and ensures compliance with applicable regulations.
- Notifies internal and external stakeholders of the subaward.
- Prepares documentation required to establish the project in the financial system.
- Drafts the subrecipient agreement in alignment with grant terms.
- Coordinates a review and approval meeting with the Agency Director.
- Monitors the subrecipient's performance each year.

Federal Section

- Enters the subaward into Tyler Munis system using the designated project type code ("FGSR")
- Ensures the subaward is properly linked to the parent grant and tracked for reporting and audit purposes.

Agency Director

- Reviews and signs the subrecipient agreement and supporting documents.
- Addresses any concerns or compliance issues prior to final approval.

Subrecipient

- Adheres to all terms and conditions outlined in the subrecipient agreement.
- Participates in monitoring activities and submits required reports and documentation.


Grantee Department

- Oversees the full lifecycle of the subaward process.
- Ensures compliance with federal, state, and local regulations governing grant management and subrecipient oversight.

SECTION 4: REVISION/VERSION HISTORY

* This Subrecipient SOP will be periodically reviewed and updated to reflect changes in regulations or organizational requirements.

Revision History

Originator:	Department of Finance, Office of the Secretary
Effective Date:	08/04/25
Approved By:	Tracy B. Norita, Secretary of Finance
Approval Signature:	
Procedure Purpose:	To establish a standardized framework for assessing, monitoring, and supporting subrecipients to ensure their compliance with federal, state, and local regulations. These procedures help safeguard public funds by promoting accountability, reducing risk, and maintaining transparency throughout the lifecycle of the subaward.

Version History:

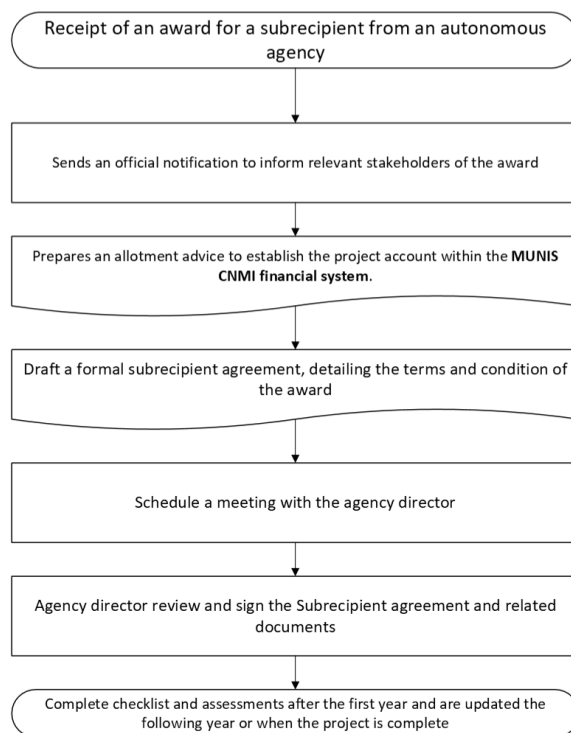
Version Number	Version Date	Description of Change	Point of Contact
Version 1.0	08/04/25	Initial Release	SOF Office

SECTION 5: APPENDICES

Appendix A:

Recommended Monitoring Flowchart

Program Coordinator



Appendix B:

CNMI Grant Award Notification

CNMI GRANT AWARD NOTIFICATION

1	RECIPIENT NAME Saipan, MP 96950	2	AWARD INFORMATION AWARD TYPE: BLOCK
3	PROJECT STAFF	4	PROJECT DESCRIPTION
5	KEY PERSONNEL		
6	AWARD PERIODS BUDGET PERIOD 05/12/2020-9/30/2021		
7	AUTHORIZED FUNDING		
8	ADMINISTRATIVE INFORMATION DUNS (ENTER NMC DUNS)		

9	LEGISLATIVE AND FISCAL DATA AUTHORITY: US PL PUBLIC LAW 116-136 CARES ACT PROGRAM TITLE: EDUCATION STABILIZATION FUND CFDA/SUBPROGRAM: 84.425C									
	FUND CODE	FUNDING YEAR	AWARD YEAR	ORG. CODE	CATEGORY	LIMITATION	ACTIVITY	CFDA	OBJECT CLASS	AMOUNT
		2020 - 20201	2020	EDU						
10	PR/AWARD NUMBER: S425H200001 RECIPIENT NAME: TERMS AND CONDITIONS <ol style="list-style-type: none"> 1) To provide emergency stabilization to Northern Marianas College during the federal grant award period. 2) To support higher education in the CNMI during these economically difficult times. 3) Northern Marianas College must comply with all Federal requirements of the grant such as allowable costs under the CARES Act. 4) Northern Marianas College shall use this award to provide online learning and other educational infrastructure. 5) In order to maintain a successful college program for the people of the CNMI, Northern Marianas College shall be able to use this award to provide for personnel, existing and necessary new personnel, on an as needed basis to compensate for the dramatic loss of tax revenue by the CNMI. Including what is allowed by 18002(c), for "the protection of education-related jobs." 6) Northern Marianas College shall be able to use this award for necessary upgrades including digital infrastructure. 7) Northern Marianas College shall be able to use the funds to cover allowable costs on or after March 13, 2020. 8) Northern Marianas College shall submit quarterly reports. 									
	AUTHORIZING OFFICIAL				DATE					

1

2

Appendix C:

Sample Subrecipient Agreement

SUBAWARD AGREEMENT
BETWEEN
THE COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
AND
NORTHERN MARIANAS COLLEGE

This is a Subaward agreement under a federal assistance grant between the *Commonwealth of the Northern Marianas Islands* ("CNMI"), and **Northern Marianas College** ("Sub-recipient"), a autonomous government agency corporation located at Fina Sisu, Saipan.

The total project cost of this Subaward will not exceed **\$10,408,341** without prior written authorization from the U.S. Department of Education ("DOE"). The entire project budget under this Sub-grant agreement includes **\$10,408,341** in Federally funded assistance.

A. PURPOSE OF THE SUB-GRANT

A.1 The purpose, goals and objectives of this award ("Sub-grant") to the Sub-recipient is to fund the provision of supporting the continued operation activities of the institution, upgrading the technological infrastructure, improving and providing access to digital learning, providing professional development and trainings for stakeholders, and activities and services that provide mental health support under the **Governor's Education Stabilization Fund II**.

A.2 This Sub-grant is issued to NMC on the expressed condition that all activities and funds will be administered by following the terms and conditions as a result of this outlined in this agreement and all its attachments, which include the approved Project Work Plan and the Approved Project Budget. All attachments and appendices are incorporated herein and made a part of this Sub-grant Agreement.

B. PERIOD OF SUB-GRANT AGREEMENT

B.1 This sub-grant Agreement becomes effective on the date of signing and shall apply to commitments made by the Sub-recipient in furtherance of program objectives during the period commencing on **January 13, 2021**, and terminating no later than the completion date of **September 30, 2023**.

B.2 All expenditures made with funds provided under this Sub-grant shall be for allowable program expenditures incurred during the period of this sub-grant.

C. ORIGINATING SOURCE OF FUNDING

C.1 The originating source of these Federal assistance grant funds to the CNMI is the **U.S. Department of Education, Award No. S425H210001**.

C.2 The originating grant period of performance is from **January 13, 2021 to September 30, 2023**.

C.3 The Assistance Listing Number (formerly Catalogue of Federal Domestic Assistance, "CFDA") number is: **84.425H, "Governor's Education Stabilization Fund Allocation for Outlying Areas"**.

D. AMOUNT OF SUB-GRANT AND PAYMENT

D.1 The CNMI, acting as a pass-through entity under this Sub-grant agreement, will pay Sub-recipient a total of \$10,408,341 for the successful completion of services provided under this Federal assistance Sub-grant.

D.2 It is anticipated that the amount being obligated will be sufficient to cover project activities through the completion date. The CNMI shall not be liable to reimburse the Sub-recipient for any costs in excess of the amount obligated or in excess of what is specifically and explicitly agreed to in this Sub-grant agreement.

D.3 Payments will be made to the Sub-recipient on an advance basis. Advance payments will only be made upon the timely receipt and acceptance of the required and requested financial reports (see **"Reporting" Section H**) in a format established or pre-approved by the CNMI. Funds will be made available within **30** working days of receipt of the financial reports in accordance with the reporting requirements described in **Section II**. No funds will be released until the required program and monitoring reports are received and accepted.

D.4 CNMI reserves the right to withhold cash payment for any of the following reasons:

- a. Sub-recipient's failure to make satisfactory progress towards the goals and objectives set forth in Appendix II.
- b. Sub-recipient's default of or otherwise inability to adhere to the conditions or provisions of this agreement.
- c. Sub-recipient's inability to submit reliable and/or timely reports or other deliverables as described in this agreement.

D.5 Additional funds on top of the total amount of the grant, referenced in **Section D.1** above, may be obligated by CNMI upon request of the Sub-recipient, subject to the availability of funds, satisfactory progress of the project, and continued relevance to the program. The CNMI will provide a written notice to the Sub-recipient if additional funds have been obligated.

D.6 CNMI reserves the right to withhold 10% of the Sub-grant amount for final project close out and payment once all required final financial reports and project reports are received and is considered satisfactory and acceptable by the CNMI.

D.7 All payments to the Sub-recipient will be processed via wire transfer or check(s) made payable to the **Northern Marianas College**. The check(s) will be sent via postage paid First Class mail to the address listed in **Section L**.

E. VENUE

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SUBRECIPIENT STANDARD OPERATING PROCEDURES

E.1 Programmatic activities under this agreement will be conducted in the villages of the **Commonwealth of the Northern Mariana Islands**.

E.2 The CNMI Department of Finance office is located on Capitol Hill, Saipan. The grantee that will have administrative and programmatic oversight over the implementation and ensuring that the Sub-recipient is in compliance with the terms and conditions of this sub-agreement.

F. MATCHING OR COST SHARE REQUIREMENTS (not applicable)

G. SUB-GRANT MODIFICATIONS

Any of the following modifications to this sub-agreement would require written approval from the CNMI and DOE:

- To change the scope of the project objectives and/or activities.
- To change the venue.
- To change the required funding amounts necessary to fulfill the objectives of the project.
- To change or temporarily replace key project staff.
- To reallocate between budget lines items an amount greater than five percent of the total Sub-grant award.
- To add a line item to the budget.
- To Sub-grant or contract any portion of this award to a third party.
- To change the effective period of the agreement.
- To hire a consultant at a rate exceeding \$650 per 8-hour day.

H. REPORTING

Financial Reporting

H.1 The Sub-recipient shall maintain adequate records that support the charges and expenditures incurred under this project. Upon request by the CNMI, the Sub-recipient may be required to provide documentation to support claims made in the Financial Report. The CNMI may, at its discretion, request modification to any invoice or report when unallowable expenditures have been incurred or charged to the Sub-grant, amend the schedule for reporting requirements, and/or require additional supporting documentation from the Sub-recipient as necessary.

H.2 The Sub-recipient shall prepare financial reports on a quarterly basis throughout the project's performance period, according to the timetable below:

Financial Reporting Period	Due Date to CNMI
January 13, 2021 – September 30, 2022	August 15, 2023
October 1, 2022 – March 31, 2023	August 15, 2023
April 1, 2023 – June 30, 2023	August 15, 2023

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The Federal special award conditions are attached in Appendix II.

J. MONITORING, EVALUATION AND SANCTIONS (See ATTACHMENT III: Sub-recipient Monitoring Plan)

J.1 As a condition to the receipt of this award, the CNMI may conduct proper monitoring to ensure the Sub-recipient's capacity to effectively manage the project and administer the awarded funds, as well as to ensure compliance with federal regulations, including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance) as well as all provisions of this agreement and to verify that the Sub-recipient has in place effective internal controls to achieve these goals.

J.2 The monitoring will include an assessment of the performance of the Sub-recipient against the goals and performance standards of the Federal Assistance Grant and as required herein. Substandard performance as determined by the grantor "DOE" will constitute non-compliance with this Agreement.

J.3 As part of its ongoing monitoring process, CNMI will evaluate the Sub-recipient's progress and project goal attainment based on monthly reports provided by the Sub-recipient and submitted to the CNMI, and through regular meetings and/or ongoing discussions with the Sub-recipient's project staff.

J.4 In addition, CNMI reserves the right to request and conduct an onsite visit as part of its monitoring plan. In the event an onsite visit is requested, the CNMI will inform the Sub-recipient in writing, at least one week prior to the visit, the scheduled date of the visit, the purpose of the visit, the program being monitored, the name of the CNMI staff member conducting the visit, and the areas or files to be reviewed and inspected.

J.5 The Sub-recipient shall explicitly adhere to any monitoring and evaluation plans developed by the CNMI as a result of all monitoring activities.

J.6 CNMI reserves the right to require additional monitoring and evaluation measures to ensure that the Sub-recipient fulfills the identified project goals and objectives and/or to address any findings revealed during the monitoring.

J.7 CNMI reserves the right to terminate this Sub-grant Agreement if the Sub-recipient is unwilling or unable to achieve and/or complete any portion of or all the project goals or if the Sub-recipient refuses to cooperate with the CNMI monitoring requests. Upon request, Sub-recipient shall submit all requested information within 15 days from the date of the request.

J.8 If the Sub-recipient does not take action to correct substandard performance revealed during monitoring within a reasonable period after being notified by the CNMI, a suspension or termination measures of the Sub-grant award may be initiated.

K. SUB-AWARDS

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July 1, 2023 – September 30, 2023	October 15, 2023
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H.3 The Financial reports shall include at a minimum the following information:

- Detailed expenditures for the reporting period (for cost reimbursement arrangements, this amount must equal the payment claim amount).
- A cumulative accounting of year-to-date expenses, indicating *actuals versus budget*.
- Grant remaining balance as of the reporting period.
- Supporting documentation, upon request.

H.4 A final financial report under this Sub-grant must be provided to CNMI no later than **October 15, 2023**.

Programmatic Reporting

H.5 The Sub-recipient shall prepare and submit written programmatic progress reports quarterly throughout the project's performance period, according to the timetable below:

Progress Reporting Period	Due Date to CNMI
January 13, 2021 – September 30, 2022	August 15, 2023
October 1, 2022 – March 31, 2023	August 15, 2023
April 1, 2023 – June 30, 2023	August 15, 2023
July 1, 2023 – September 30, 2023	October 15, 2023

H.6 Programmatic progress reports should include the following information:

- Major activities, program highlights, and accomplishments during the reporting period.
- Any challenges faced and issues encountered, including any deviations or departures from the original project plan.
- A corrective action plan to resolve these challenges and to what effect these problems will have on the remaining schedule for achieving the project's goals and objectives.
- Any significant findings and events.
- Any planned activities for the following quarter.
- Any administrative and logistical changes or constraints.

H.7 The Sub-recipient must provide and submit a final programmatic report under this Sub-grant to CNMI no later than **October 15, 2023**.

H.8 All required reports should be submitted to the CNMI Department of Finance Office of the Secretary of Finance, or their designee, according to the timetables indicated in this Agreement.

H.9 Upon request, the CNMI may, at its discretion, require other programmatic reports from the Sub-recipient.

I. SPECIAL AWARD CONDITIONS

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K.1 All funds or other sub-awards provided hereunder to the Sub-recipient may be subsequently passed on to any other entities in the form of a Sub-grant or contract without prior written approval from the CNMI.

K.2 Under the terms of this agreement with the CNMI, the Sub-recipient has no direct relationship with the Federal donor agency identified above in **Section C.1** regarding any matter related to this project or agreement. Sub-recipient must direct all notices, requests, and other communication relating to this Sub-grant agreement to the CNMI at the address specified in **Section I.1**.

L. DOMICILE

L.1 The CNMI provides the following addresses as the *primary point of contact* with respect to any notice which may arise out of or in connection with this Sub-grant:

Name and Title:	Pamela Fave Marigmen, Senior Financial Analyst
Organization:	CNMI – Department of Finance
Street Name and Number:	P.O. BOX 5234 CHRB
City, State and Zip:	Saipan, MP 96950
Telephone Number:	670-664-1100
Email Address:	p.marigmen@dof.gov.mp

L.2 The Sub-recipient provides the following as the *primary point of contact* with respect to any notice that may arise out of or in connection with this Sub-grant:

Name and Title:	David Attao, Chief Financial Officer
Organization:	Northern Marianas College
Street Name and Number:	P.O. BOX 501250
City, State and Zip:	Saipan, MP 96950
Telephone Number:	670-234-5498 ext. 6887
Email Address:	david.attao@marianas.edu

M. REPRESENTATIONS AND WARRANTIES

M.1 The Grantee and Sub-recipient shall be considered independent contractors, and nothing herein shall be construed or implied to mean the establishment or existence of a partnership or joint venture between the parties, nor shall any party herein be construed to be employees, agents, or principals of the other party.

M.2 By signing this Agreement, all parties certify that the terms and conditions defined in this Agreement are accepted; that the Grantee and the Sub-recipient are proper business entities permitted to do business; and that the individuals signing are competent parties authorized to enter into this Agreement on behalf of their respective agencies.

Acknowledged and Accepted:

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SUBRECIPIENT STANDARD OPERATING PROCEDURES

ATTACHMENT I APPROVED PROJECT WORK PLAN

By: Tracy B. Norita, Secretary
Department of Finance

By: Galvin Deleon Guerrero, EdD, President
Northern Marianas College

Refer to the approved proposal in Appendix II.

Date: _____ Date: _____

Please sign two originals of this document. One original remains with the Sub-recipient, and the second original is returned to the CNMI at the address referenced in Section I. of this agreement.

Prepared By: Kartinalynn Henriquez, Financial Analyst
Department of Finance

Reviewed By: Pamela Marigmen, Financial Analyst
Department of Finance

ATTACHMENTS

- I. Sub-recipient Project Work Plan
- II. Sub-recipient Approved Project Budget

APPENDICES

- I. Mandatory Standard Provisions
- II. Approved Budget Proposal

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ATTACHMENT II APPROVED PROJECT BUDGET

BUDGET AND BUDGET NARRATIVE

COST CLASSIFICATION	AMOUNT
a. Personnel	\$6,168,079
b. Fringe Benefits	\$2,270,449
c. Travel	\$24,971
d. Equipment	\$427,331
e. Supplies	\$0
f. Contractual	\$491,273
g. Other	\$255,250
h. Total Direct Charges	\$9,637,353
i. Indirect Charges	\$770,989
j. Total Charges	\$10,408,342

Refer to the approved proposal in Appendix II.

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ATTACHMENT III SUB-RECIPIENT MONITORING PLAN

Summary

To ensure that the Sub-recipients' transactions under the grant are following federal and grant regulations including the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 CFR part 200 (Uniform Guidance) and are in line with their approved budget proposals.

Monitoring Process

- Monitoring Visit
 - Conducted by CNMI – Department of Finance
 - Review of both programmatic and operational systems (including financial)
 - Review of program progress, challenges and upcoming activities
 - Review of Sub-grant financial burn rate
- Monitoring Report
 - Completed by CNMI within 30 days of visit
 - Submitted to Sub-recipient for review and comment
 - Summary of visit, program progress, challenges and upcoming activities
 - Summary of any financial issues
 - Corrective Action Plan (CAP) to address challenge and improve program efficacy.

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SUBRECIPIENT STANDARD OPERATING PROCEDURES

ATTACHMENT IV

ANTI-PROSTITUTION CERTIFICATION

Information about the Certification Regarding Prostitution and Related Activities

The U.S. Government is opposed to prostitution and related activities, which are inherently harmful and dehumanizing, and which contribute to the phenomenon of trafficking in persons. Reducing the incidence of prostitution is therefore an inseparable part of the larger strategy of the U. S. to combat trafficking.

Section 7 of the Trafficking Victims Protection Reauthorization Act, 22 U.S.C. § 7110(g), provides that "No funds made available to carry out [the Act] may be used to promote, support, or advocate the legalization or practice of prostitution." It further provides that "No funds made available to carry out [the Act] may be used to implement any program . . . through any organization that has not stated in either a grant application, a grant agreement, or both, that it does not promote, support, or advocate the legalization or practice of prostitution." Therefore, organizations receiving ORR-administered Federal anti-trafficking funds must certify that they will not use the funds to promote, support, or advocate the legalization or practice of prostitution.

Certification Regarding Prostitution and Related Activities

As an officer or other person authorized to bind the recipient organization of U.S. Government funds in connection with this grant award, I hereby make the following certification that is a prerequisite to the receipt of funds under this grant:

(1) Use of Funds Certification:

"I hereby certify that the recipient of the funds made available through this grant will not use such funds to promote, support, or advocate the legalization or practice of prostitution."

(2) Eligibility Certification:

____ (i) Primary Eligibility Certification: "I certify that the organization does not promote, support, or advocate the legalization or practice of prostitution and will not promote, support, or advocate the legalization or practice of prostitution during the term of this grant. I certify that the organization does not operate through any other organization or individual that supports, promotes, or advocates the legalization or practice of prostitution."

Name of Recipient Organization: Northern Marianas College

By:

Printed Name: Galvin Deleon Guerrero, EdD

Title: President

Date:

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APPENDIX I

MANDATORY STANDARD PROVISIONS For Sub-Grants with U.S.-Based Non-Profits

I. ACCOUNTING, INSPECTION, RECORD RETENTION, and AUDITING

- 1.1 Sub-recipient shall maintain books, records, documents and other evidence relating to the project in accordance with Generally Accepted Accounting Principles (GAAP) to sufficiently substantiate expenditures charged to this Sub-grant, as well as any reported cash or contributions in-kind cost share or matching requirement. Accounting records supported by documentation will be adequate to support all transactions incurred under the Sub-grant, all cost of the project supplied by other sources, and the overall progress of the project.
- 1.2 Sub-recipient shall provide CNMI, or its duly authorized representative, access to any books, documents, papers and records directly pertinent to the specific project for the purpose of making audits, examinations, excerpts and transcripts. Certain records would include books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, time and attendance or time and effort reports for personnel charged to the Sub-grant, cancelled checks, and related documents and records.
- 1.3 Federal regulation requires that recipients of federal assistance funds retain financial and programmatic records, supporting documents, statistical records, and all other records that are required by the terms of a grant or may reasonably be considered pertinent to a grant, for a **period of three (3) years** from the date of the final financial statement report that includes expenditures from this Sub-grant. These records may be subject to an audit by the Federal donor agency, CNMI and/or their representatives. All records shall be maintained for such a longer period, if any, as is required to complete an audit, to resolve all questions concerning expenditures unless approval has been obtained from CNMI to dispose of the records.
- 1.4 If any litigation, claim, or audit is started before the expiration of the three-year period, the records shall be retained until litigation, claims or audit findings involving the records has been resolved.
- 1.5 Sub-recipient agrees that it shall have annually either an organizational audit of Federal funds or a program specific audit of the funds provided under this Sub-grant as well as the organization's financial statements, per OMB Circular A-133 Audit Guidelines. The audit shall be a financial audit performed in accordance with the Government Audit Standards issued by the Comptroller of the United States.
- 1.6 The Sub-recipient's A-133 audit report shall be submitted to CNMI once completed and to include all management letter comments, findings, or adjustments specific to the Sub-grant agreement.
- 1.7 The CNMI reserves the right to conduct a Sub-grant project audit (Financial and Programmatic) every three to six months of the project term. Refusal to participate in an audit will delay or cancel fund allocations.

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- 1.8 The Sub-recipient is expected to take reasonable care that systems are in place to ensure funds expended under this award are used for the purposes described in the sub-award and can be properly accounted for.

2. REFUND

- 2.1 The Sub-recipient will be required to submit to CNMI within 15 days from the Sub-grant completion date any and all unused funds under the sub-grant to be forwarded to the Federal donor agency.

3. TERMINATION AND SUSPENSION

- 3.1 CNMI may suspend or terminate this award at any time, in whole or in part, if and when it is determined that the Sub-recipient has materially failed to comply with the terms and conditions of the grant.
- 3.2 CNMI may terminate this award at any time if funding is no longer available for the grants program, or if the federal donor agency unilaterally terminates the program due to extraordinary circumstances.
- 3.3 In the event of termination and/or suspension of the Sub-grant Agreement, the Sub-recipient will be notified in writing from the CNMI within 15 days prior to the effective termination or suspension date. Upon notification, Sub-recipient shall take immediate action to minimize all expenditures against the Sub-grant.
- 3.4 In the event of termination for non-compliance with the terms of this Agreement, the Sub-recipient may be subject to other legal or administrative remedies, as appropriate.
- 3.5 No expenses can be charged against the grant after the effective date of termination. In the event of termination, Sub-recipient shall submit a final accounting and return to CNMI all unspent funds provided under the Sub-grant no later than thirty (30) days after termination.
- 3.6 In the event of withdrawal from or termination of this Sub-grant Agreement by the Sub-recipient, Sub-recipient shall refund all amounts that have been disbursed for purposes that are or are not in accordance with the terms of this Sub-grant Agreement.
- 3.7 In the event of a suspension, the Sub-recipient will return on demand to CNMI any unspent cash balance. Sub-recipient is required to submit a Financial Report as of the date of suspension. Sub-recipient is required to refund all amounts that have been disbursed for purposes that are not in accordance with the terms of the Sub-grant Agreement.

4. DISPUTES

- 4.1 CNMI management staff shall consult with the Federal donor agency to determine the best course of action regarding any disputes that arise under this Sub-grant Agreement.

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- 4.2 Sub-recipient has the right to appeal to CNMI and shall be given an opportunity to be heard and to offer up evidence supporting its appeal.

- 4.3 Any appeal made under this provision shall be made in writing and addressed to the CNMI. A copy of the appeal may be provided simultaneously to the Federal donor agency Program Specialist.

5. LIMITATION

- 5.1 CNMI and Sub-recipient understand and acknowledge that, expressly provided in this Sub-grant Agreement, there is no other obligation to provide additional support to the Sub-recipient for purposes of this or any other project.

6. PROHIBITION OF SUPPLANTING

- 6.1 Sub-recipient shall use federal funds to supplement existing funds for program activities and may not replace (supplant) nonfederal funds that have been appropriated for the same purpose. Violations can result in a range of penalties, including suspension of future funds under this program, suspension or debarment from federal grants, recoupment of monies provided under this Agreement, and civil and/or criminal penalties.

7. INSURANCE AND NON- LIABILITY

- 7.1 The Sub-recipient shall maintain all appropriate insurance coverage during the period this agreement remains in effect.
- 7.2 The Sub-recipient shall hold the CNMI harmless for any loss or damage that may occur during the transportation or delivery of project goods or services.
- 7.3 The Sub-recipient agrees to release, indemnify, and hold harmless the CNMI, its officers, directors, employees, agents and its respective heirs, legal representatives, successors and assigns from any and all claims, demands, liabilities, expenses (including reasonable attorney's fees and disbursements, court costs, judgments, settlements, and fines) arising out of, resulting from, or in connection with the performance of this Agreement by the Sub-recipient or a partner, agent or client of the Sub-recipient. This paragraph shall survive termination or expiration of this Agreement.
- 7.4 CNMI agrees to indemnify and hold Sub-recipient harmless from any and all claims, losses, debts or judgments, including attorney's fees and costs, if any, for copyright or trademark infringement in connection with Sub-recipient's use of the CNMI approved name and logo in the performance of this sub-agreement.
- 7.5 CNMI may at any time request the Sub-recipient to provide written Proof of Insurance.

8. DEBARMENT AND SUSPENSION

SUBRECIPIENT STANDARD OPERATING PROCEDURES

- 8.1 By signing this agreement, the Sub-recipient certifies that neither it nor its principals are presently debarred, suspended, ineligible, or voluntarily excluded from Federal Procurement or Non-procurement Programs.
- 8.2 The Sub-recipient, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Sub-recipient and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Sub-recipient is presently excluded from receiving Federal funds and is not referenced on the U.S. government *Excluded Parties List* Serve.
- 9. COMPLIANCE WITH ANTI-TERRORISM CERTIFICATION**
- 9.1 Executive Order 13224 and the USA Patriot Act prohibit recipients of Federal funds from knowingly conducting business with, employing individuals from, or contributing funds to persons or entities associated with terrorist activities or support.
- 9.2 A recipient of Federal funds, either directly or through a pass-through arrangement, must certify that it will comply with the Anti-Terrorism Certification as a condition of receiving the funds.
- 9.3 By signing this agreement, the Sub-recipient certifies that, as of the date on which this agreement is executed, the Sub-recipient named in this agreement does not knowingly employ individuals or contribute funds to entities or persons on either the Department of Treasury's Office of Foreign Assets Control *Specially Designated Nationals List*, the *Terrorist Exclusion List*, or any other watch list produced by or recognized by the Federal government that may amend, supplement, or supersede any or all of the above-mentioned lists.
- 9.4 Should any change in circumstances pertaining to this certification occur at any time, the Sub-recipient will notify the CNMI immediately.
- 9.5 The CNMI, as a best practice and in the spirit of due diligence, is within its right to maintain and may seek records containing identifying information about the Sub-recipient and its representatives in order to demonstrate that it conducted a reasonable search of public information to determine whether or not the Sub-recipient has been implicated in any questionable activity and is not referenced on any of the U.S. government watch lists mentioned above.
- 10. CIVIL RIGHTS COMPLIANCE**
- 10.1 Sub-recipient shall comply with nondiscrimination requirements contained in various federal laws. If a court or administrative agency makes a finding of discrimination on the grounds of race, color, religion, national origin, gender, disability, or age against the Sub-recipient after a due process hearing, the Sub-recipient agrees to forward a copy of the finding to the Office of Civil Rights, Office of Justice Programs.
- 11. LOBBYING**

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the Request for Proposal or invitations for bids, independent cost estimates, etc., when any of the following conditions apply:

- The Sub-recipient failed to comply with the procurement standards.
- When procurement is awarded without competition for only one bidder, or offer is received in response to a solicitation.
- When the procurement is expected to exceed the small purchase threshold that specifies a specific "brand name" product.
- The proposal award over the small purchase threshold is awarded to other than the apparent low bidder under a sealed bid procurement.
- A proposed contract modification changes the scope of contract or increases a contract amount by more than the amount of the small purchase threshold.

15. PROPERTY

- 15.1 Any property procured through this agreement will remain vested with the Sub-recipient unless the residual value is greater than or equal to \$5,000. Sub-recipient must request disposition instructions from the CNMI. The Sub-recipient may request, in writing, that property greater than or equal to \$5,000 remain with the Sub-recipient, provided that adequate justification is supplied.
- 15.2 The Sub-recipient must take all reasonable actions to protect property purchased through the Sub-granted funds from being damaged or stolen. If equipment or supplies are stolen/damaged, the Sub-recipient must report to the CNMI in writing the cause and circumstances. CNMI reserves the right to hold the Sub-recipient responsible.
- 15.3 Sub-recipient shall ensure that any related promotional materials will acknowledge the CNMI's financial contributions with the following statement in the designated acknowledgment section: "This project was made possible with funding provided by the CNMI."
- 15.4 The CNMI shall, at its discretion, have full access to and usage of any materials, in complete or excerpted form, produced as a result of the funding granted under this Agreement. Possible uses include publication in CNMI publications, on the CNMI website, and in local and national events or education tools. Sub-recipient shall be accorded acknowledgment for any materials produced by the Sub-grant and used by the CNMI.

16. CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE

- 16.1 Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, requires that smoking not be permitted in any portion of any indoor routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, daycare, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may

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- 11.1 Sub-recipient shall not use federal funds for lobbying and agrees to disclose any lobbying activities by submitting Standard Form- LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

12. FORCE MAJEURE

- 12.1 Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control, included but not limited to, Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

13. AMENDMENT

- 13.1 This Sub-grant Agreement may be amended, in writing, and by formal modifications to the basic Sub-grant document, after formal consultations and agreement between the pursuant parties to the agreement.

14. PROCUREMENT

- 14.1 Recipients of Federal funds must abide by procurement standards and provisions as defined in 2 CFR Part 215. Sub-recipient must seek written approval from CNMI for any expenditure not included in the approved budget relevant to this agreement.

- 14.2 All procurement transactions shall be conducted in a manner to provide, to the maximum extent practical, open and free competition. The recipient shall be alert to any organizational conflict of interest as well as non-competitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. To ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitations for bids and/or requests for proposals shall be excluded from competing for such procurement. Awards shall be made to the bidder or offeror that the bid or offer is responsive to the solicitation that is most advantageous to the recipient, price, quality, and other factors considered. Solicitations shall clearly establish all requirements that the bidder or offeror must fulfill in order for the bid or offer to be evaluated by the recipient.

- 14.3 Any and all bids or offers may be rejected when it is in the recipient's best interest to do so. For purchases that exceed \$10,000, but which are less than or equal to \$50,000, a minimum of three vendors shall be solicited to submit written or electronic quotations. The quotations shall be recorded and placed in the procurement file. If fewer than three vendors submit quotations, the expenditure authority shall certify, in writing, to the Director that fewer than three vendors responded and shall provide written proof of the request. If fewer than three of the solicited vendors submit quotes, the Director may either approve the request or instruct the expenditure authority to solicit additional quotes, as referenced in the Commonwealth Law Revision Title 70 § 70-30.3-220.

- 14.4 The Sub-recipient should seek approval from the CNMI for capital expenses, which are not included in the Sub-grant budget, worth \$5,000.00 or more. The Sub-recipient shall upon request, make available to the CNMI any pre-award review and procurement documents such as

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result in the imposition of a civil monetary penalty of up to \$1000 per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this application, the Sub-recipient certifies that it will comply with the requirements of the Act.

17. OTHER PROVISIONS

- 17.1 Unless otherwise indicated, the appropriate provisions of *Appendix A* in 28CFR-70 (for Sub-grants with source funding from DOJ), 22CFR-226 (for Sub-grants with source funding from USAID), 22CFR-145 (for Sub-grants with source funding from the DOS, or 45CFR-74 (for Sub-grants with source funding from DHHS) are adopted by reference. Other provisions applicable to this agreement are herein expressly stated.

18. GOVERNING LAW

- 18.1 This Agreement shall be interpreted and construed according to, and governed by, the substantive laws of the State of CNMI, excluding any such laws that might direct the application of the laws of another jurisdiction. The federal or state courts located in the Venue cited in the Agreement shall have jurisdiction to hear any dispute under this Agreement.

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APPENDIX II
APPROVED ESF II BUDGET PROPOSAL
For Northern Marianas College

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Appendix D:

Grant Monitoring Checklist

Grant Monitoring Checklist

GRANT MONITORING GUIDELINES		Date Report Completed: 10/06/23	Project Director/Site Coordinator:
Grant Name:		Grant Number: S425H210001	
Topic Area	Yes	No	N/A
A. Program Operation			
1. Are project goals attainable in this grant period?	X		
2. Is the project progressing on schedule?	X		
3. Is the project functioning as described in application?	X		
4. Has there been a change in Primary Contact?		X	
5. Do Progress Reports describe project activities?	X		
6. Is data provided to support project "goals/outcomes"?	X		
7. Are project goals attainable in this grant period?	X		
8. Are there Segregation of Duties between fiscal & program?	X		
9. Is subrecipient involved in lobbying activities?		X	
10. Is subrecipient compliant with terms of previous awards?	X		
11. Have all Special Conditions of the award been met?	X		
12. Is their evidence of a change in project scope?		X	
B. Budget			
1. Will project meet budget time frame? If not, why?	X		
2. Have budget adjustments been needed?		X	
3. Do expenses have supporting documentation?	X		
4. Are match requirements being met?			X
Can grantee provide clear documentation of match?			X
What are the sources of match?			X

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5. Fiscal records include federal, matching & program income?	X		
6. Is there evidence of Supplanting to fund project?	X		
7. Is there a budget variance greater than 10% per category?	X		
8. Are grant funds routinely requested to meet obligations?	X		
9. Bank reconciliations are performed monthly?	X		
10. Value of in-kind contribution is supported by document			X
C. Personnel			
1. Are there job descriptions for ALL grant-funding positions	X		
2. Are Time Sheets Maintained for ALL grant Employees?	X		
3. Do hiring policies exclude related parties?	X		
D. Travel			
1. Is travel documented by date, distance, & locations?	X		
2. Is travel reimbursement paid?	X		
E. Supplies/Operating Expenses			
1. Have these been purchased according to budget?	X		
F. Equipment			
1. Has approved equipment been purchased?		X	
2. Was competitive bidding used to obtain equipment?		X	
3. Is equipment being used appropriately?		X	
4. Does grantee have current property control record on file?	X		
5. Does agency have physical inventory procedure?	X		
G. Reports			
1. Are ALL required reports on file with (Northern Marianas College Governor's Education Stabilization Fund)	X		

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Financial Report	X		
Progress Report	X		
Special Report	X		
Annual Progress Report	X		

H. Professional/Contractual Services			
1. Have all contracts received PRIOR grantee approval?		X	No contracts
2. Does Contract outline work to be performed and does it?		X	No contracts
3. Was copy of RFP & list of bidders provided to grantee?		X	No RFPs
4. Was competitive bidding used to obtain contract(s)?		X	No ITBs
5. If Sole Source used, is approval on file?		X	No Sole Source
6. Is "Contractor" making regular & accurate billing?		X	No contracts
I. Federal Regulations			
1. An EEO, if required, is in place?		X	
2. Agency has policy on how to handle discrimination	X		
3. Have there been any discrimination complaints?		X	
4. Is subrecipient suspended/debarred from participation?		X	
5. Does subrecipient maintain a drug-free workplace?	X		
J. Summary Information			
Grants Manager's Assessment of Project, including Strengths, Problem Areas and Recommendations			
The subrecipient's objectives and projects are reasonably attainable. They have been able to submit required information on a timely basis. Communication with the subrecipient has been well established; however, all communications have been remote due to COVID restrictions and concerns.			
No recommendations at this time.			

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Appendix E:

Subgrantee Risk-Based Assessment

**SUBGRANTEE RISK-BASED
ASSESSMENT**

Purpose: Assist staff in effectively monitoring risks associated with DOF grants. Our focus is to ensure that DOF grant programs meet the following requirements: adhere to the grantor's guidelines and agreements, remain with budget, carry out the scope of services, and ensure that proper internal controls are in place.

Procedure: Based on the Sub grantee Evaluation for Internal Controls Questionnaire and actions of the sub grantee, DOF staff shall rate each category below. Scores will then be added to determine if the level of risk is high, medium or low.

Risk Assessment: A score of 35-74 requires intensive follow-up and improvement based on a thorough evaluation of the grant project and execution of the approved action plan, a score of 26-34 requires evaluation areas that need improvement and improving those areas based on the approved action plan, while a score of 25 or less generally identifies that the program is at lower risk for potential waste, mismanagement, non-compliance or fraud.

The subgrantee's risk score determines the order in which grant staff will evaluate the grant program and/or perform a site visit.

Subgrantee or Agency Name:	
Grant Project Name:	
This Form Completed by, and Date of RBA Completion	
Grant Number:	
Subgrantee's DUNS Number:	
Project Year:	
From the date of signed contract or agreement between DH and subgrantee, 0-12 months = Year 1, 13-24 months = Year 2, 25-36 months = Year 3, 37 or more months = Year 4	Yr. 1 Yr. 2 Yr. 3 Yr. 4
Total Score/Level (18)	High Medium Low

Risk Level	Monitoring Plan Guidelines
High (35-74)	<p>Monitoring Plan Department of Finance (DOF) will identify factors that contributed to the high-risk score. Staff will prepare and distribute a report that outlines non-compliance issues and areas that require improvement. The report will be distributed to the subgrantee, grants department and program coordinator.</p> <p>The subgrantee shall respond to DOF with a Corrective Action Plan within 15 calendar days. The DOF will provide a schedule of evaluation process and site visits. The sub grantee may be required to submit more frequent progress/performance/financial reports until further notice.</p> <p>The subgrantee shall receive technical assistance upon request.</p>
Medium (26-34)	<p>Monitoring Plan Department of Finance (DOF) will identify factors that contributed to the medium risk score. Staff will prepare and distribute a report that outlines non-compliance issues and areas that require improvement. The report will be distributed to the subgrantee, grants department and program coordinator.</p> <p>The subgrantee shall respond to DOF with a Corrective Action Plan within 15 calendar days. The DOF will provide a schedule of evaluation process and site visits. The sub grantee may be required to submit more frequent progress/performance/financial reports until further notice.</p> <p>The subgrantee shall receive technical assistance upon request</p>
Low (0-25)	<p>Monitoring Plan Department of Finance staff will continue to monitor progress/performance/financial reports for accuracy, timeliness, and no significant program changes.</p> <p>A grant evaluation or site visit may be considered</p>

SUBGRANTEE DATA	SCORE
1. Subgrantee Agency (Grant Agreement Signatory and/or Parent Organization)	
Within the past 10 years, the sub grantee agency has > 3 yrs. experience with Federal partners and demonstrates an active interest in the program	1
Within the past 10 years, the sub grantee agency has 1-2 yrs. experience with Federal partners and demonstrates an active interest in the program	2
Within the past 10 years, the sub grantee agency has limited experience with Federal partners and demonstrates an active interest in the program	3
Within the past 10 years, the subgrantee agency has limited experience with Federal partners and demonstrates no active interest in the program	4

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SUBRECIPIENT STANDARD OPERATING PROCEDURES

Sub grantee agency hinders the policy and/or requirements of the grant program	5
2. Agency Experience Managing Any Type of Grant Funds	
Over ten years' experience	1
Five to ten years' experience	2
Two to five years' experience	3
Less than two years' experience	4
No past experience	5
3. Agency Experience Administering with Federal Grants	
Over ten years' experience	1
Five to ten years' experience	2
Two to five years' experience	3
Less than two years' experience	4
No past experience	5
4. Program Requirements	
Agency has provided services and met all program objectives specified in the contract's scope of services/agreement for the last 12 months	1
Agency has provided services and met most of the program objectives specified in the contract's scope of services/agreement for the last 12 months	2
Agency has provided services but has failed to meet most of the program objectives specified in the contract's scope of services/agreement for the last 12 months	3
Key staff lack the experience, necessary knowledge, skills and abilities to perform the job duties	4
High turnover of key staff (more than 1 key staff turnover within 18 months)	5
5. Audit	
Single audit with no material findings	1
Non-Single Audit with no material findings	2
Single or non-Single audit with some material findings	3
Single or non-Single audit with significant material findings	4
No audit performed	5
6. Results of previous DOF Grant Monitoring or Other Site Visits	
None or minor findings; timely corrective action taken	1
Some minor findings; timely corrective action not taken	2
Some moderate findings; timely corrective action taken	3
Moderate to significant findings; timely corrective action not taken	4
Not previously monitored	5
7. Subgrant Amount (Total of subgrant for this Grant Project)	
Annual Financial Obligation of \$0 - \$29,999.99	1
Annual Financial Obligation of \$30,000.00 - \$39,999.99	2
Annual Financial Obligation of \$40,000 - \$99,999.99	3

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Annual Financial Obligation of \$100,000 - \$249,999.99	4
Annual Financial Obligation of \$250,000 or more	5
8. Subgrant shall complete the Subgrantee Evaluations for Internal Control	
Subgrant Evaluation of Internal Controls questionnaire shows few or no internal control weaknesses	1
Subgrant Evaluation of Internal Controls questionnaire shows several internal control weaknesses	6
Subgrant Evaluation of Internal Controls questionnaire shows major internal control weaknesses	10
9. Subcontracts (If yes, ask about their monitoring efforts)	
Subgrantee does not subcontract	1
Subgrantee has or will have 1 - 2 subcontracts	2
Subgrantee has or will have 3 - 4 subcontracts	4
Subgrantee has or will have 5 or more subcontracts	5
PROGRAMMATIC COMPLIANCE	
10. Regular Participation in Required Trainings/Meetings	
Agency director and/or key staff attend all required Federal trainings/meetings	1
Agency director and/or key staff attend most required Federal trainings/meetings	2
Agency director and/or key staff attend some required Federal trainings/meetings	3
Agency director and/or key staff rarely attend required Federal trainings/meetings	4
Agency director and/or key staff do not attend required Federal trainings/meetings	5
11. Communication	
Agency director and/or key staff always respond to DOF request in a timely manner	1
Agency director and/or key staff usually respond to DOF request in a timely manner	3
Agency director and/or key staff rarely respond to DOF request in a timely manner	5
12. Progress & Performance Measure Reports (Start of Program through Current)	
Timely submission; reporting mostly exceeds the requirements	1
Timely submission; reporting mostly meets the requirements	2
Timely submission; reporting mostly does not meet the requirements	3
Late submission; reporting mostly meets the requirements	4
Late submission; reporting mostly does not meet the requirements, or did not submit	5
FINANCIAL MANAGEMENT	
13. Financial Reporting	
Financial reporting is always timely and accurate	1

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Financial reporting is timely and accurate most of the time	3
Financial reporting has not been timely and accurate	5
14. Budget	
Project is practically on-budget	1
Project is not on budget, and the reason(s) have been justified	3
Project is not on budget and the reasons have not been satisfactorily justified	5
Comments: Subrecipient has extensive experience with federal funds and maintains effective internal controls to oversee the administering of such funds. Subrecipients history of financial reporting and audits are on time and pose minimal concern.	

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