

# Alliance for the Chesapeake Bay

## GRANT ACCOUNTING POLICIES & PROCEDURES

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## **Financial Management System and Internal Controls**

### **Financial Management System**

The Alliance for the Chesapeake Bay (the Alliance) uses Peachtree Complete accounting software to maintain accurate, current and complete financial data. The Alliance's books are kept on an accrual basis. Each grant is given a unique department code and all income and expenses are posted to that department code. All expenses are backed up by proper documentation (invoice, receipt, check request) that has been reviewed and signed by the appropriate the Alliance staff. Cash receipts files are maintained and clearly marked with the correct department code.

Incoming invoices are first reviewed by the Program Manager. They are reviewed for accuracy and allowability, (see section 4 for a definition of allowable costs). If the expenses are accurate and allowable, the Program Manager signs the invoice and codes it with the correct department code. The invoice is then given to the Director of Finance who reviews the invoices again for allowability and makes sure it is coded correctly. The Director of Finance passes the invoice to the bookkeeper who enters it into Peachtree. The bookkeeper processes checks weekly. Checks are signed by the Executive Director, or in his absence, the Deputy Director. Before signing the checks, the Executive Director and/or Deputy Director ensures that all invoices are properly coded and have the proper signatures.

Every quarter the Director of Finance runs reports from Peachtree detailing the income and expense for each grant. These figures are put into a spreadsheet for each grant. Each grant spreadsheet shows the total expenses to date, comparing total expenses to the approved budget. These spreadsheets are reviewed by the Director of Finance for accuracy and then given to the Program Managers for review. If there are any issues, they are discussed, reviewed and corrected. If an expense is posted to the wrong grant, the original paper work is reviewed. If the paper work is marked for the correct grant and the error was a data entry error, the entry is corrected in Peachtree by the Director of Finance. If the expense is posted correctly according to the paperwork, but the Program Manager coded it incorrectly, the Program Manager reissues the check request, with the corrected coding and the Director of Finance corrects the posting.

The Grant spreadsheets also compare expenses to date vs. the approved budget. This allows the Program Managers to review the budget and allows time to request of the grantor, a reallocation of the budget if needed.

The Alliance does not allow cost transfers between grants. An expense must clearly be for the program it was intended for. Unallowable costs are not posted to any grant. If it is an obligation the Alliance must pay, it would be covered by core funds. Generally the Alliance does not pay for any unallowable costs. However, on the rare occasion that the Alliance did pay for an unallowable indirect cost, that cost would be posted to a General Ledger account coded as unallowable costs and would be removed from the indirect cost pool.

## **Internal Controls**

### **General Ledger**

The Alliance uses Peachtree software that is housed on the Annapolis Office computer network. The Director of Finance and the bookkeeper do all data entry of information into the computer. There is a separate drive on the Network computer for all of the accounting information and the Executive Director, the Director of Finance, the Associate Director, and Bookkeeper and are the only staff with access to that drive except for the Network Administrator. Peachtree is an off-the-shelf software package and no changes have been made to the

The Executive Director and Director of Finance review accounts weekly and complete financial statements on a monthly basis. The Finance Committee of the Board reviews the reports at least quarterly.

An offsite backup is performed daily via remote access through our IT contractor.

### **Checks/ Cash**

The Office Manager opens the mail and creates a check log of all incoming checks by recording the date, name, city, state, type of payment and amount. The Office Manager then gives all grant related and miscellaneous cash receipts to the Bookkeeper with the check log and gives copies of all membership contributions to the Development Office. The Development Office codes and enters the receipts into the EXCEED software package where membership data is maintained. The Bookkeeper calculates the deposit and summary of checks/ cash, etc. for general ledger. The Bookkeeper prepares the deposit slip and either the Bookkeeper or the Director of Finance physically makes the deposit at least weekly. For each deposit the copies of each check and any accompanying paperwork are stapled to the deposit slip so all back up for each deposit is on one place. The Bookkeeper updates the cash receipts journal as deposits are made. The cash receipts journal notes name, amount, general ledger account distribution and codes.

Bank statements are received by the Executive Director and forwarded to the Director of Finance. The bank reconciliation is performed by the Director of Finance and reviewed by the Executive Director.

### **ACH credits - EPA Region III**

Requests of EPA ACH funds are based on EPA expenses for each payroll combined with checks written since the prior request. The Director of Finance or the Bookkeeper records the amount into Peachtree.

### **VISA/ MasterCard**

These receipts are marked as "c.c." in the cash receipts journal when they come in. The credit card number on the form and amount, printed name, signature, account number, and expiration date are recorded on the required forms. The Bookkeeper or Director of Finance

inputs credit card information into the online credit card processing system. The Bookkeeper records the receipts in Peachtree as with other cash receipts. The approval code is given and written down by the Bookkeeper or Director of Finance on the forms. The paper copies of all back up documentation for each deposit is filed, with the report from the online credit card processing system in the paper cash receipts file.

### **Billing**

Done mainly in conjunction with grants' or contracts' time-frame for billing and recording revenue. The Director of Finance maintains billing detail and ensure that payment information is put in the grant file with a copy of the invoice. Requests for follow-up regarding late invoices to be paid are made by Director of Finance to program staff. Program Managers determine why payment is late, work to resolve the situation in a timely fashion and communicate back to the Director of Finance and Bookkeeper.

### **Contributions**

The Development Assistant enters the donation information into the Exceed development software. A "Thank You" acknowledgment letter is mailed for any donation. Donations of stock are acknowledged to the donor as the number of shares of a particular stock, as opposed to the dollar value of the stock when it is received. All stock will be sold upon receipt and the proceeds put into the operating account.

### **Systems - Payroll**

Each employee has an employee file maintained by the Director of Finance, which includes W-4, I-9 and benefit information as well as a resume and performance evaluations.

The payroll is processed through a payroll service, Paychex. All employees are paid semi-monthly. The Board establishes the Executive Director's salary on an annual basis. Most employees are paid through direct deposit, and the rest receive a check. Live checks are signed by either the Executive Director or the Deputy Director. All employees' keep a detailed hourly timesheet report in Excel, which is signed by the employees, approved and signed by a supervisor, if applicable, then forwarded to the Director of Finance.

All tax reports are filed and completed by Paychex. The Alliance is on "tax pay", in which all taxes, withholdings and unemployment insurance are transferred to Paychex on the pay date.

The Director of Finance calls the payroll information into Paychex. The Executive Director provides any changes to the payroll information such as new hires, terminations, pay rate changes, etc. to the Director of Finance, who uses the Paychex call-in-sheets to update employee information.

### **Systems - Cash Disbursements**

There is one operating checking account. All payables come to the Bookkeeper who reviews them then sends them to the appropriate Program Manager for review and signature. They

may come directly through the mail or they may come from program coordinators in Maryland, Pennsylvania, Virginia or Washington, DC.

The Alliance does not use purchase orders. The person responsible for making the expenditure (such as a program coordinator) signs the original purchase invoice when it is received by the Alliance and codes the expenditure to the appropriate job. The person either receives the invoice originally and signs it and sends it to the Accounting Office, or if the Accounting Office receives the invoice directly, a copy of the invoice is faxed to the responsible person, who approves it and faxes it back before it is entered into the accounts payable system.

The Bookkeeper prepares the invoices based on the information on the original purchase invoice as well as the job cost number assigned to the expenditure. The invoice is approved for payment when the checks are signed. Based on the funds available to pay bills, the Bookkeeper prepares a pre-check register. The Director of Finance reviews the pre-check register and authorizes a check run. The checks and supporting documentation are provided to the Executive Director for review and signature. Checks of \$5,000 and over require two signatures (Executive Director, Board Chair, or Deputy Director)

### **Credit Card Purchases**

A number of employees and management have been issued a corporate credit card. When purchases are made using the credit card, the employee (or manager) submits the receipt for approval similar to the process above. The receipts are given to the Bookkeeper and verified against the credit card bill. The bill is reviewed by the Executive Director at the time the check for payment is signed.

### **Employee Expense Reimbursement**

Employees must submit their request for expense reimbursement by using the "Travel Expense Reimbursement Form" or the "Miscellaneous Expenses Reimbursement Form." Employees must obtain approval using the "Travel Request Form" for airline travel and/or for extended (> 1 night) overnight travel requiring payment for accommodations. Reimbursement of employee expenses is performed using the same cash disbursement procedures above. Documentation, including the job code, is required for all reimbursable expenses. The employee must also have their immediate supervisor sign and approve the expense. The Executive Director's travel is approved by the Deputy Director or an officer of the Board.

### **Time Keeping and Payroll Allocation**

Employees record on a daily basis actual hours spent on each activity, grant, development or administrative tasks, vacation, sick or holiday, using the Alliance time sheet. Employees record the actual hours spent even if they exceed 8 hours in a day. Snow days, jury duty and bereavement leave, as defined in the Personnel Policy Manual, should be recorded as holidays with an asterisk to the bottom of the time sheet indicating snow day, jury duty or bereavement leave, respectively. Semi-monthly on the 15<sup>th</sup> and end of each month employees print, sign and give their time sheet to the supervisor for their signature. Signed timesheet are submitted to

the Director of Finance with a copy to the Bookkeeper. Time is allocated in a spreadsheet based on the signed time sheets and recorded in the accounting software.

### **Audit**

The books are audited each year by an outside CPA firm. If the level of federal support exceeds \$500,000 an A-133 audit is performed. The audit is reviewed by Finance Committee.

### **Period of Availability of Federal Funds**

Generally a funding period is specified in all grant documents. The Alliance will only charge allowable costs to the grant program for obligations incurred during the funding period. The Alliance may incur some pre-award costs. These are incurred at the Alliance's risk. If applicable the Alliance may request approval from the program officer for reimbursement of pre-award costs for expenses incurred up to 90 prior to the funding period. At the end of the grant period, if the Alliance believes more time is needed to complete the work, the Alliance may request of the grantor or Project Officer, a no-cost one year extension of the grant. This request will be made no less than 10 days prior to the end of the grant period.

### **Cash Management and Budget Revisions**

The Alliance will only request reimbursement of expenses incurred on a federal grant. No prepayments are required or requested. Reimbursement requests are done according to the instructions on the grant document and may include payments through ASAP, Payment Management System, Fastlane and others. When required, the Alliance will complete the form SF270 or other reports as dictated in the grant documents.

On occasion after work on a grant has been undertaken it becomes clear that budget revisions may be required. The Alliance may make budgets revisions of up to 10% of the total budget without prior approval of the Project Officer, unless the revisions affect the indirect expenses. Any requests for changes greater than 10% of the total budget will be made in writing to the Program Officer. In addition any changes to the indirect expense amounts will be requested in writing to the Program Manager.

The Alliance will notify the Program Officer in writing if there is a change in key personnel identified in the grant document or if there were an absence for more than 3 months or a 25 percent reduction in time devoted to the project by key personnel.

## **Allowable Costs – Direct and Indirect Costs**

The total cost of a grant award is the sum of the allowable direct and indirect costs. All costs (expenses) must be reasonable, must conform to any limitations outlined in the grant award, must be treated consistently within all activities of the organization, and must be adequately documented.

Direct costs are those which can be identified as pertaining to a specific grant or program. These will be coded to that particular grant in the accounting software. Indirect costs are the costs that are shared by all aspects of the organization such as rent, utilities, bookkeeping staff etc. The Alliance negotiates an indirect rate based on a pool of salary, fringe plus direct costs.

Not all expenses are allowable as either direct or indirect costs. The most common examples of non-allowable costs are: alcohol, advertising, donations and charitable contributions, entertainment costs, fines and penalties, fundraising costs, goods or services for personal use, interest expense, and losses on other activities of the organization. If unsure of whether a cost is allowable, please refer to OMB circular A-122 Cost Principles for Non-Profit organizations.

Non allowable costs should not be incurred and will not be allocated to a specific grant. Non allowable indirect costs will be posted to an “Unallowable” expense category and will be deducted from the pool when calculating indirect rates.

## **Travel reimbursement and Participant Support**

The Alliance will reimburse staff traveling on official Alliance business, staff traveling on behalf of a specific program or grant activity, and other participants traveling on behalf of the Alliance or in support of an Alliance program or grant. The following conditions apply to all travel reimbursements:

Participant support costs are those direct costs for items such as stipends, meals when on travel, travel costs and registration fees that are paid in connection to meetings, conferences, symposia or training projects. These costs must be allowable and/or approved by the granting agency. The Alliance will use sign in sheets for each meeting, conference or other activity to insure and document the participants.

The following conditions apply to both travel reimbursements and participant support costs.

1. Expenses in connection with authorized travel for the Alliance will be reimbursed upon the presentation of properly prepared vouchers signed by the claimant and approved by the Alliance Executive Office. All expense reimbursement requests must be accompanied by receipts for all expenses over \$25. Requests for expenses over \$25 without receipts will not be honored.
2. For air fare - advanced purchase, economy class airfares must be used. Exceptions must be discussed and authorized by the Executive Director in advance of purchase;

without approval, airfare reimbursements will be equivalent to advance purchase, economy fares. Any costs associated with changing travel arrangements after the initial reservations have been made will not be covered unless the change is a result of program rescheduling and/or reassignment.

3. Expenses for ground transportation (cabs, buses, shuttles etc) associated with the travel will be reimbursed to the traveler at actual cost. The use of rental cars in lieu of public transportation is generally not allowed; exceptions must be pre-authorized by the Executive Director or Deputy Director.
4. Lodging expenses will be reimbursed at the single room rate. Accommodations will be at designated the Alliance meeting hotels when applicable. Cancellation costs associated with room cancellation will not be covered unless the cancellation is at the request of the Alliance.
5. Actual expenses for meals will be reimbursed when accompanied by receipts up to a maximum of \$46 for each calendar day. Dates and times of departure and return must be entered on the Alliance travel voucher form in order to receive the full reimbursement. Reimbursement for meals will generally not be provided where travel does not include an overnight stay or the duration of travel is less than 12 hours, unless specifically authorized in advance by the Executive Director.
6. Personal expenses such as laundry, valet, travel insurance, entertainment, telephone calls and internet connection charges etc. are not allowed.
7. Registration for meetings will generally be reimbursed at the early rate only.
8. No travel outside the US will be allowed under a federal grant without preapproval by the granting agency.
9. Documentation will include an explanation of the purpose of the travel and its applicability to the federal award or other activity.
10. Properly prepared vouchers signed by the claimant should be submitted on a monthly basis and never to exceed 90 days from the final day of travel. Vouchers submitted after 90 days will not be honored. Exceptions must be discussed and authorized by the Executive Director.
11. The Alliance reserves the right to deny reimbursement for any charges deemed inappropriate or excessive.

## **Procurement Standards and Procedures**

This is a summary of the Alliance Procurement Policies & Procedures. For the complete policy please see *Alliance for the Chesapeake Bay Procurement Policies & Procedures* dated September 2012.

### **Code of Conduct:**

1. Individuals purchasing goods and services on behalf of the Alliance will conduct business in a manner that is consistent with the organizational goals and purposes of the Alliance.
2. Where economically feasible, the Alliance will procure products and services that



conserve natural resources, protect the environment and save energy.

3. Business will be conducted in good faith and disputes resolved quickly and equitably.
4. Vendors doing business with the Alliance will be held to standards that promote sound and ethical business practices.
5. All qualified vendors and contractors should be given an equal opportunity to compete.
6. Purchasing decisions will be based upon reasonable assessments of quality, service, competitive pricing, and technical qualifications.
7. The Alliance will strive to obtain the maximum value for each dollar of expenditure.
8. The Alliance will avoid purchasing unnecessary items.
9. Procurement decisions will be made with integrity and objectivity, free from any personal considerations or benefits.
10. No employee, officer or agent of the Alliance may participate in the selection, award or administration of a procurement action if a conflict of interest, either real or apparent, would be involved. Conflicts of interest occur when an employee, officer, or agent, any member of his/her immediate family, his/her partner, or an organization which employs or is about to employ any of these individuals, has a financial or other interest in the firm selected for an award.
11. Officers and employees of the Alliance will neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, or parties to subagreements.
12. All procurement transactions will be conducted in a manner to provide, to the maximum extent practical, open and free competition. The Alliance will be alert to organizational conflicts of interest as well as noncompetitive practices among contractors that may restrict or eliminate competition or otherwise restrain trade. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, invitation for bids and/or requests for proposals shall be excluded from competing for such procurements.
13. Matters that may involve a conflict of interest in the award or administration of procurement, or matters that may involve a violation of this Code of Conduct should be brought to the attention of the Executive Director of the Alliance and disciplinary action will be taken may be warranted.

**Procedures:**

1. The Alliance has determined that purchases under \$2,500 do not require full competitive bidding as a matter of policy, because the time and energy required does not make it reasonable, prudent or financially responsible. However, at least 3 quotes shall be obtained for all purchases less than \$2,500 and these quotes will be kept on file.
2. Purchases between \$2,500 and \$15,000 are considered Small Purchases and require the following:
  - Must receive Approval from Program Manager, State Director, or Executive Director.
  - 3 competitive bids need to be obtained either by telephone, in writing or downloaded from a website.
  - At least one of the bids should, if possible, be from a woman or minority owned

- organization.
- All 3 bids need to be documented and kept in the procurement files of the subject project. If received by phone, bids must also be documented. Web and written quotes will be kept on file.
  - If the lowest bid is not taken, a written explanation for why the decision was made must be placed in the file.
  - Procurement files will be kept in the finance office
3. Purchases over \$15,000 are considered large purchases and will require the following:
- Must receive approval from the Executive Director.
  - The scope of work must be outlined in an RFP or SOW and a list of potential bidders must be drawn up. Care needs to be taken that at least 15% of those bidders be woman or minority owned organizations, whenever possible.
  - The RFP or SOW will be disseminated to the potential bidders.
  - A minimum of 3 competitive bids, whenever possible, should be obtained in writing. A narrative explanation should be included if 3 bids are not available.
  - If the Alliance believes there is only one vendor who can provide a good or service because of technical, time or other reasons, the Alliance will document the reasons for this. A cost analysis will be done to insure that the cost of this sole source is fair and reasonable.
  - A written justification of why the winning bidder was selected needs to be kept in the procurement files.
  - A contract must be written and signed by both the winning bidder and the Alliance.

### **Contract, Consulting and Sub recipient Administration & Monitoring**

The Alliance will sometimes retain the services of outside organizations while performing the work of a grant. These services will fall under one of the following three types of procurements: General Procurements (Contracts), Consultants, or Sub recipient agreements. Before entering into any agreement with any organization, the Alliance will check the status of the organization on [www.epls.gov](http://www.epls.gov) to assure that they are not subject to disbarment or suspension.

A procurement is considered a general procurement if it is made from an organization that normally provides such goods and services to many organizations as part of its operations and if it operates in a competitive environment. For general procurements a contract or letter of agreement will be drawn up and signed by both parties. The contract or letter of agreement will clearly outline the materials, supplies or services that will be purchased or performed, the total cost of such goods or services, a clear delivery date of such materials or services. The contract or agreement will include a termination clause.

Consulting agreements are the costs of professional and consultant services rendered by persons who are members of a particular profession or possess a special skill and who are not officers or employees of the Alliance. Normally a consultant expense will be included in the budget proposal submitted to the federal agency. A consulting agreement will be drawn up and signed by both the Consultant and the Alliance. The consulting agreement will contain a complete description of the services to be performed, the agreed upon price for such services, the period of performance for the services. The agreement will also outline measures of performance that must be met by the consultant, the process for evaluation of performance, as well as all the regulations required by the grant agreement. Finally the agreement will include a terminations clause.

The procurement of goods and services will be considered a Sub-recipient on a grant if that organization completes a significant and substantive part of the effort, if that organizations work has its performance measured against whether the objectives of the program are met, if the organization has responsibility for programmatic decision making and if the organization has responsibility for adherence to applicable program compliance requirements. Often a sub recipient will have been written into the grant proposal. In all cases the sub-recipient must be approved by the granting agency.

A sub recipient agreement will be drawn up and signed by both organizations. This agreement will include a description of the work to be performed, the period of performance for the work, the method by which the sub-recipient will be monitored and evaluated on their efforts, and the total cost of the work to be performed. The agreement will contain all the regulatory requirements of the grant or award as well as the CFDA title and number, award name and number, award year, and the name of the federal agency providing the funding. The sub recipient will be required to file progress reports and the frequency of the reports will be outlined in the agreement. Progress reports will be required quarterly, 30 days after the end of each quarter. Yearly progress reports will be required and must be filed within 90 days of the end of the year. Progress reports will include a comparison of actual accomplishments with the goals and objectives established for the period. Finally, a termination clause will be included in the Sub-Recipient agreement.

The Alliance will further monitor the performance of sub recipients by regular contact or site visits with sub-recipient to provide a reasonable assurance the sub-recipient administers the funds in compliance with the laws, regulations and provisions of the grant and that the performance goals are achieved. In addition, a copy of the organizations most recent A133 report will be requested and kept on file for each sub-recipient.

Any sub-recipient or contractor who receives more than \$25,000 from a single award will be reported on the FFATA website. The report will be filed by the end of the month following the signing of the contract or sub recipient agreement.

## **Equipment, Real & Intangible Property**

The Alliance defines equipment as purchases of tangible, nonexpendable property with a useful life of one year or more with an acquisition cost of \$5,000 or more. Materials, supplies or goods which cost less than \$5,000 will not be considered equipment. Equipment purchases must have been included in the budget proposal and approved by the granting agency. The equipment will only be used for the purpose of the grant for as long as needed by the grant program whether or not the program continues to receive federal support.

When the program is over, the equipment will be used for other federally funded programs within the Alliance as possible. When any use for the equipment on federally funded programs within the Alliance is over, the equipment may be used by the Alliance as appropriate; however the Alliance will not sell the equipment without approval by the agency and will follow the rules outlined in OMB circular A-110 part 215. The Alliance will maintain accurate records of all equipment purchases including: a description of the equipment, the serial and model number, the source of the equipment and the award number of the grant used to purchase the equipment; the acquisition date and cost.

The Alliance has not had the need to purchase any real property with federal funds. Were this to change the Alliance would follow the rules outlined in OMB Circular a-110 section 215.

The Alliance has the right to copyright any work that was developed under an award. The granting agency will have a royalty free, irrevocable right to reproduce, publish or otherwise use the work for federal purposes and to authorize others to do so.

## **Time and Effort Reporting**

The Alliance staff record, each day, the actual hours spent on each activity, grant, development or administrative tasks, vacation, sick or holiday using the Alliance timesheet. The department code for each activity is listed on the timesheet with the actual hours spent each day. The Alliance staff record actual hours worked, even if they exceed 8 hours in a day. Semi-monthly, on the 15<sup>th</sup> and final day of each month, the employee prints the timesheet, signs and gives to their supervisor for review and signing. Signed timesheets are given to the financial office.

The Director of Finance logs the percentage of time for each employee for each job into the Time Allocation Spreadsheet. This spreadsheet calculates the total cost for each activity for gross wages, payroll taxes and other fringe benefits. These totals are entered into the Peachtree accounting software as a journal entry.

The Director of Finance logs the percentage of time for employee for each job into the Time Allocation Spreadsheet. This spreadsheet calculates the total cost per job for gross wages, payroll taxes and other fringe benefits. These totals are entered into Peachtree accounting as a journal entry. The total gross wages on the Time Allocation Spreadsheet is checked to insure it

matches the payroll register from Paychex. Every quarter the program managers review the Timesheet Allocation Spreadsheets and the journal entries made into Peachtree to insure accuracy.

## **Program Income**

Program income is gross income received that is directly generated by the federally funded project during the grant period. If authorized by the grant agreement, costs incident to the generation of the income will be deducted from gross income to determine program income.

Any income generated from a federal program will be recorded in Peachtree in a general ledger account using the programs department code. Generally program income will be used as an addition to the budget. However, if the amount is less than \$1,500 then the income will be used to offset expenses. Program income may also be used as matching if authorized by the funding agency.

## **Cost Share & Matching**

Some granting agencies require a cost share or match as part of the budget. When this is required the Alliance will comply. Matching or Cost share includes requirements to provide contributions of a specified amount or percentage to match federal funds. Matching may be in the form of allowable costs incurred or in-kind contributions if allowed by the granting agency. These in kind contributions may include costs that are not recorded in the GAAP financial statements because they do not meet the criteria of SFAS 116. Matching requires that the Alliance pay some of the program costs either with the Alliance funds or with funds from another entity. In all cases the particulars of the cost share or match will be approved by the granting agency in advance.

## **Financial Reporting**

The Alliance will maintain at all times accurate and up to date financial data for all grants and agreements. Each quarter, or as needed, expenses for each grant will be recorded in the Grant 'Budget to Actual' spreadsheet. These spreadsheets are maintained for all grants because Peachtree does not allow for multiyear reporting and many of the Alliance's grants extend into multiple fiscal years. The 'Budget to Actual' spreadsheets are reviewed both in summary form and with the detailed data provided, by the Program Manager. These spreadsheets and the accompanying Peachtree reports serve as the basis for all federal financial reports that are submitted. The integrity and accuracy of financial reports is the outcome of successful execution of the accounting policies and procedures described herein.

The federal reports required by each grant vary and will be outlined in the award document. The details of these requirements are also included on the 'Budget to Actual' Grant spreadsheet. Care is taken that the reports are completed accurately and filed on time as outlined in the award document. Final financial reports, as required by the award document, will be submitted within 90 days of the end of the period of performance.

All financial data and reports are maintained by the Alliance for three years after the date of the final report is filed. All reports and data will be made available upon request to any agency representatives, Inspector General or any of their authorized representatives within these three years. However, if there is any litigation, claim, or audit started before the expiration of the three year period, then the records must be maintained until resolution and final action of the audit, litigation or claim.