



# AmeriCorps Grant Award

## 2014-2015 Terms and Conditions

### GENERAL TERMS AND CONDITIONS

Changes from the 2013-2014 Terms and Conditions.....	ii
SECTION 1: Definitions.....	1
SECTION 2: Legislative and Regulatory Authority.....	2
SECTION 3: Other Applicable Statutory Regulations .....	2
SECTION 4: Exemptions for Fixed Amount Grants .....	3
SECTION 5: Order of Precedence .....	3
SECTION 6: General Terms.....	3
SECTION 7: Grant Award Cycle.....	4
SECTION 8: Changes and Amendments .....	4
SECTION 9: Program Sub-Grants.....	5
SECTION 10: Reporting Fraud.....	6
SECTION 11: Technical Assistance .....	6
SECTION 12: Audits .....	6
SECTION 13: Monitoring and Evaluations.....	7
SECTION 14: Enforcement .....	7
SECTION 15: Suspension and Termination .....	8
SECTION 16: Retention and Accessibility of Records .....	9
SECTION 17: Rights in Data .....	10
SECTION 18: Rights to Supplies and Equipment Purchased with Grant Funds .....	10
SECTION 19: General Fiscal Administration .....	11
SECTION 20: Matching Requirements .....	12
SECTION 21: Program Income .....	12
SECTION 22: Payment Obligations.....	13
SECTION 23: Events and Reporting .....	14

### ATTACHMENT A: AMERICORPS TEXAS PROVISIONS

Attachment A	Attachment Contents .....	A1
Attachment A1:	Special Provisions .....	A2
Attachment A2:	General Provisions .....	A13
Attachment A3:	Grant Program Civil Rights Policy .....	A19

**CHANGES FROM THE 2013-2014 TERMS AND CONDITIONS**

For your convenience, we have identified changes from last year's AmeriCorps grant terms and conditions. The list below is general and informational in nature, not comprehensive. We reiterate the importance of reviewing all grant terms and conditions, because grantees are responsible for knowing, understanding, and complying with all grant terms and conditions.

**GENERAL TERMS AND CONDITIONS**

**Section 1.9.d** Updated language to match the statute.

**Section 22.** Updated language to match the requirement of the Commission retaining 2% of the federal award.

**Section 23.** Event requirements have been updated to reflect the 2014-2015 schedule and clarified enforcement for participation.

**ATTACHMENT A1 | AMERICORPS TEXAS SPECIAL PROVISIONS**

**B.5.** Included the specific citation to find the FAQs.

**C.2.** Added a sub-section on refilling slots.

**D.2.** Added additional information regarding health insurance for members.

**D.3.c.** Added information regarding eligibility for child care.

**G.4.** Deleted the requirement to notify CNCS when a member's status changes that affects healthcare.

**H.** Updated the progress reporting period covered by the October report.

**H.1.** Added that requests for extensions must be in writing.

**ATTACHMENT A2 | AMERICORPS TEXAS GENERAL PROVISIONS**

**G.2.** Added the section on Whistleblower Protection.

**I.** Updated the citation for SAM.

**ATTACHMENT A3 | GRANT PROGRAM CIVIL RIGHTS AND NON-HARASSMENT POLICY**

Replaced the 2013 Civil Rights and Non-Harassment Policy with the 2014 Policy.

## SECTION 1: DEFINITIONS

The following definitions apply to the entire Grant Award.

- 1.1 **Application for Funding** means the final application approved by the Commission at the time of the grant award (including amendments).
- 1.2 **Grant and Grant Award** means the Notice of Grant Award, the Grant Award Terms and Conditions, all attachments contained herein and all subsequent amendments.
- 1.3 **Contract oversight activities** include compliance monitoring, periodic evaluations, reimbursement request reviews, audits, or any other routine, periodic, or ad hoc contract management interactions between the Commission and the Sub-Grantee and the Sub-Grantee and its Program Sub-Grantee, if applicable. This definition also includes interactions between the Sub-Grantee and an entity designated by the Commission for this purpose.
- 1.4 **Commission** means the OneStar National Service Commission (also known as the Grantee); the Commission is authorized to administer the State's national service plan and AmeriCorps grant programs and to perform such other duties prescribed by law. The Commission may be accessed at <http://www.onestarfoundation.org/>
- 1.5 **Corporation** means the Corporation for National and Community Service. The Corporation may be accessed at <http://www.cns.gov/>
- 1.6 **Commission Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Sub-Grantee to put the Sub-Grantee at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- 1.7 **Corporation Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Commission to put the Commission at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- 1.8 **eGrants** is the Corporation for National and Community Service's web-based system for submission and tracking grant applications; managing members and progress reporting. eGrants may be accessed at <http://www.americorps.gov/egrants/index.asp>
- 1.9 **Member or participant** means an individual:
  - a. Who has been selected by the Sub-Grantee to serve in an approved national service position;
  - b. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
  - c. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the Act (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
  - d. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 1091 of title 20.
- 1.10 **Operating Site** means the organization that manages the AmeriCorps program and places members into service locations. Sub-Grantees are operating sites.

- 1.11 **Performance Measures** are measurable indicators of a program's performance as it relates to member service activities.
- 1.12 **Project Period** is the complete length of time the Sub-Grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Sub-Grantee's approved activities and budget.
- 1.13 **Scope of Work** for the purposes of this agreement includes the approved Application, Budget, and Notice of Grant Award.
- 1.14 **Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.
- 1.15 **Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.
- 1.16 **Sub-Grantee** for the purposes of this agreement means the recipient of this Grant, funded by and awarded by the Commission. The Sub-Grantee carries out a National Service Program, described in the Act (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the Provisions of this Grant.
- 1.17 **Program Sub-Grantee** refers to an organization receiving AmeriCorps grant funds from a Sub-Grantee. The Program Sub-Grantee carries out in part or in whole, a National Service Program, described in the Act (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the Provisions of this Grant.
- 1.18 **Term of Service** means the member's term of service defined as the duration, hours required, and any other program-specified requirements that a member shall complete to successfully earn an educational award. The duration of the Term of Service shall fall within the Sub-Grantee's approved budget period.

## **SECTION 2: LEGISLATIVE AND REGULATORY AUTHORITY**

This grant is authorized by and subject to the National and Community Service Act of 1990, as amended by the Serve America Act, (42 U.S.C. 12501 *et seq.*) and the implementing regulations at 45 CFR Chapter XXV. Sub-Grantees must comply with the requirements of the Act and its implementing regulations.

## **SECTION 3: OTHER APPLICABLE STATUTES AND REGULATIONS**

The following applicable federal cost principles, administrative requirements and audit requirements are incorporated by reference:

- a. **States, Indian Tribes, U.S. Territories, and Local Governments:** The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories and local governments:
1. OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – 45 CFR Part 2541.
  2. OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.

3. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

Fixed amount grants are exempt from OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.

- b. **Nonprofit Organizations:** The following circulars and their implementing regulations apply to nonprofit organizations:

1. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 CFR Part 2543 or CFR Part 215.
2. OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230.
3. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

Fixed amount grants are exempt from OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230.

- c. **Educational Institutions:** The following circulars and their implementing regulations apply to educational institutions:

1. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 CFR Part 2543 or CFR Part 215.
2. OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.
3. OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations.

Fixed amount grants are exempt from OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.

These documents can be found here: [www.whitehouse.gov/omb/financial\\_offm\\_circulars/](http://www.whitehouse.gov/omb/financial_offm_circulars/).

#### **SECTION 4: EXEMPTIONS FOR FIXED AMOUNT GRANTS**

Fixed Amount grants are exempt from the Cost Principles. (See above for the exemptions.) Fixed Amount grants must comply with OMB Circular A-133 and the Uniform Administrative Requirements. Fixed Amount grants include Education Award program (EAP) Fixed Amount grants, Professional Corps Fixed Amount grants, and Full-Cost Fixed Amount grants.

#### **SECTION 5: ORDER OF PRECEDENCE**

Any inconsistency in the Grant Award shall be resolved by giving precedence in the following order (a) applicable Federal statutes, (b) applicable Federal regulations, (c) CNCS Special Grant Provisions, (d) CNCS Grant General Provisions, (e) the Notice of Funding Opportunity, (f) Commission terms and conditions, policies and procedures, and (g) the approved Grant Application including all assurances, certifications, attachments, and pre-award negotiations.

#### **SECTION 6: GENERAL TERMS**

- 6.1 The Sub-Grantee agrees to provide services to the Commission as specified in the final Commission approved Application for Funding. The Sub-Grantee agrees to provide such services in compliance with all applicable Federal and State laws, regulations, and rules, and all Commission policies and procedures or guidance manuals incorporated herein by specific reference, and these terms and

conditions

- 6.2 The Sub-Grantee represents and guarantees that it possesses the legal authority to enter into, to receive the funds authorized by, and to perform the services the Sub-Grantee has obligated itself to perform, under this grant award.
- 6.3 CNCS's Office of Inspector General provides a list of common audit findings with which the Sub-Grantee should ensure they are familiar. The list of common audit findings may be accessed at: [http://www.americorps.gov/pdf/08\\_0626\\_cnsc\\_audit\\_findings.pdf](http://www.americorps.gov/pdf/08_0626_cnsc_audit_findings.pdf).
- 6.4 The Sub-Grantee must comply with all other applicable statutes, executive orders, regulations, and policies governing the grant, including but not limited to, those cited in these Grant Terms and Conditions, Provisions, the Grant Assurances and Certifications and those cited in 45 CFR Parts 2541 and 2543.
- 6.5 To the extent allowed by the Constitution and the laws of the State of Texas, the Sub-Grantee agrees to indemnify, defend, and save harmless the Commission, its officers, agents, contractors, and employees:
- a. from any and all claims and losses occurring or resulting to any and all subcontractors, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Grant Award, and
  - b. from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Sub-Grantee in the performance of this Grant Award.
- 6.6 Both parties agree that all powers not explicitly vested in the Sub-Grantee by this Grant Award remain with the Commission.
- 6.7 The Sub-Grantee shall notify the Commission within ten (10) working days of the occurrence of any change in the Sub-Grantee's key personnel assigned to the grant project, significant changes affecting the Sub-Grantee's identity (such as name, governing structure or organization ownership or control, name change, governing board membership), any voluntary or involuntary actions in bankruptcy, or any Criminal or civil allegations or actions by or against the Sub-Grantee.
- 6.8 If any part of this Grant Award shall be held unenforceable, the rest of the Grant Award shall nevertheless remain in full force and effect.
- 6.9 Failure to enforce any provision of the Grant Award does not constitute a waiver of that provision, or any other provision, of the Grant Award.

## **SECTION 7: GRANT AWARD CYCLE**

- 7.1 For the purpose of the grant, unless otherwise specified, the project period covers a three-year period. In approving a multi-year project period, the Commission generally makes an initial award for the first year of operation. Sub-Grantees desiring to continue beyond the first or second year of the three-year project period shall submit a continuation application in a new grant competition held by the Commission. Continuation funding is contingent upon satisfactory performance, compliance and the availability of funds.

The project period and the budget period for this grant are noted on the Notice of Grant Award.

## **SECTION 8: CHANGES AND AMENDMENTS**

- 8.1 Any alterations, additions, or deletions to the terms of this Grant Award which are required by changes



in federal or state law or by regulation are automatically incorporated into this Grant Award without written amendment hereto, and shall become effective on the date designated by such law or by regulation.

- 8.2 Except as specifically provided by Section 8.1 of this Grant Award, this Grant Award is the entire agreement between the parties. Any changes, deletions, extensions, or amendments to this Grant Award shall be in writing and signed by both parties. Any other attempted changes, including oral modifications, written notices that have not been executed by both parties or in another form approved by the Commission, or other modifications of any type, shall be invalid.

## **SECTION 9: PROGRAM SUB-GRANTS**

- 9.1 Except as specifically authorized by the Commission in writing, in selecting Program Sub-Grantees hereunder the Sub-Grantee shall utilize procurement procedures referenced in OMB Circular A-102 or A-110 (as applicable).
- 9.2 The Sub-Grantee shall ensure that the performances rendered under all program sub-grants are rendered in compliance with all the terms and provisions of this Grant Award as if the performances rendered were rendered by the Sub-Grantee.
- 9.3 The Sub-Grantee shall ensure that no person shall participate in any decision related to making Sub-Grants under this Grant Award which affects his/her personal financial interest. The Sub-Grantee shall maintain on file and make available for inspection a written statement that includes the name of employees and governing body members who have a conflict of and discloses interest, fact or circumstance that describes the conflict of interest. Such conflict of interest disclosure statement shall be updated as circumstances require.
- 9.4 Should the Sub-Grantee enter into a subsequent sub-grant in sub-granting any of the performances hereunder, the Sub-Grantee shall:
- Remain liable for the performance of the terms, conditions, and attachments of this Grant Award.
  - Ensure that Program Sub-Grantees comply with the requirements set forth under 42 U.S.C. 9901 et seq., as amended.
  - Provide to the Commission, within thirty (30) days of contract execution, the Program Sub-Grantees name, address, telephone number, contact person, contract amount, and program description of each sub-grant to this Grant Award.
- 9.5 The Sub-Grantee's responsibilities extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this Grant Award.
- The Sub-Grantee shall conduct monitoring and contract oversight activities on a routine basis from the Sub-Grantee's offices, on site at the Program Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.
  - The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to CNCS require.
- 9.6 Require through contract agreement that Program Sub-Grantees make all documents, papers, and records relevant to the work performed available to the Commission and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the subcontractor in accordance with Section 16.

- 9.7 Require each of its Program Sub-Grantees to be subject to the examination and audit of the Commission or its duly authorized agents and shall retain all financial records, supporting documents, statistical records, evaluation data, program performance data, member information and personnel records following the record retention policy of the Sub-Grantee as required in Section 16.3 of this Grant Award; and

The resolution of any litigation, claim, negotiation, audit or other action involving those records, if such resolution is after the submission of the Program Sub-Grantee's final expenditure report for the Program.

## **SECTION 10: REPORTING FRAUD**

- 10.1 The Sub-Grantee shall report to the Commission any knowledge of suspected fraud, possible unallowable or illegal expenditures, unlawful activity, and violations of law or Commission rules, policies and procedures, no later than five (5) working days from the date of discovery of any such act.
- 10.2 Except as required by law or court order, the parties to this Grant Award shall insure the confidentiality of all reports or suspected fraud and program abuse. No party to this agreement shall retaliate against any person for filing a report.
- 10.3 The Sub-Grantee agrees to notify the Commission within five (5) working days from the date they are notified of an investigation by the CNCS Office of Inspector General on the Legal Applicant or Approved Program as it relates to any funds awarded by OneStar and/or directly from CNCS.
- 10.4 See also Section C of this grant award's General Provisions for additional requirements.

## **SECTION 11: TECHNICAL ASSISTANCE**

- 11.1 The Sub-Grantee shall participate in trainings and/or in technical assistance designated as mandatory. When trainings and/or technical assistance are deemed mandatory, attendance is measured and becomes part of the Sub-Grantee's performance record.
- 11.2 At the discretion of the Commission, technical assistance and/or training may result in additional requirements that are binding on the Sub-Grantee through a corrective action plan as described in Section 14.

## **SECTION 12: AUDITS**

- 12.1 Sub-Grantee organizations that expend \$500,000 or more in total federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. If the Sub-Grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible. A Sub-Grantee that does not expend \$500,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, Sub-Grantees must continue to conduct financial management reviews of its programs, and records shall be available to the Commission or its designee for review and audit.
- Sub-Grantees must submit an independent audit and financial statements to the Commission nine months after the organization's fiscal year end.
  - Sub-Grantees that are required to, must submit audits required under Office of Management and Budget Circular A-133, to the Commission, nine months after the organization's fiscal year end.



- 12.2 Notwithstanding Section 12.1 of this Grant Award, the Commission reserves the right to conduct, or cause to be conducted at any time, an independent audit of all funds received under this Grant Award. Such an audit may be performed by a certified public accounting firm, or other auditors as designated by the Commission and shall be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.
- 12.3 The Sub-Grantee agrees and understands that acceptance of funds under this Grant Award acts as acceptance of the Commission, any successor agency, and any state or federal auditors with auditing jurisdiction, to audit or investigate the expenditure of funds under this grant award or subcontract. The Sub-Grantee further agrees to cooperate fully with the Commission, its successor, and any state or federal auditors with auditing jurisdiction, including providing all records and make available for interview all relevant staff as requested. The Sub-Grantee shall ensure that this clause concerning the authority to audit funds received indirectly by any of the Program contractors or Program Sub-Grantees through the Program and the requirement to cooperate is included in any subcontract it awards.

### **SECTION 13: MONITORING AND EVALUATIONS**

- 13.1 To fulfill its fiduciary responsibilities and programmatic obligations, the Commission shall conduct contract oversight activities under this Grant Award.
- The Commission shall conduct monitoring on a routine basis utilizing the Commission's risk assessments.
  - The Commission shall conduct contract oversight activities from the Commission offices, on site at the Sub-Grantee's offices, virtually using electronic communications, or a combination of these approaches.
- 13.2 When the Commission conducts monitoring of the Sub-Grantee, preliminary results shall be provided to the Sub-Grantee before the evaluation is concluded and the findings are published.
- 13.3 The Sub-Grantee shall implement and maintain sufficient management practices and systems to assure compliance with all programmatic and fiscal obligations under this Grant Award. The Sub-Grantee's responsibilities in this regard extend to oversight of its Program Sub-Grantees and their financial and program duties as an agent of the Sub-Grantee under this Grant Award.
- 13.4 The Sub-Grantee shall document its oversight of its Program Sub-Grantees and these records shall be available to the Commission during the term of the grant and for as long thereafter as the Commission's duties to CNCS require.

### **SECTION 14: ENFORCEMENT**

- 14.1 To assure Sub-Grantee adherence to Corporation and Commission policies, the Commission reserves the right to develop, publish, and apply a graduated schedule of enforcement actions.
- 14.2 The graduated schedule of enforcement actions may include any or all of the following actions to address an issue, concern, or deficiency identified through contract oversight activities:
- Verbal and/or written communication of the mitigating steps or actions requested by the Commission;
  - Development and implementation of a corrective action plan;
  - Formal notification to the Sub-Grantee's executive staff of the Sub-Grantee's failure to timely and appropriately respond to the Commission's request or directive;

- d. Formal notification to the Sub-Grantee's governance body of the Sub-Grantee's failure to timely and appropriately address the Commission's request or directive;
  - e. Withholding of some or all of a Sub-Grantee payment when the Sub-Grantee's non-compliance puts the Commission at risk of a Corporation financial penalty or sanction; and
  - f. Suspension and/or Termination of the grant award, in whole or in part.
- 14.3 To promote transparency of program outcomes and responsible expenditure of public funds, the Commission reserves the right to document and describe the activities of the Sub-Grantee in relation to performance standards, contractual deliverables, or enforcement actions, including a report card or similar high-level quantification of Sub-Grantee performance.
- 14.4 The Sub-Grantee may respond to any Commission enforcement action by showing how its failure to respond to the Commission arises out of causes beyond the control and without the default or negligence of the Sub-Grantee. Such causes may include but are not limited to acts of God or of the public enemy, acts of the Government in either of its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather.
- 14.5 The Commission shall provide technical assistance to the Sub-Grantee in correcting the deficiencies noted during monitoring, evaluations, the reimbursement process or the normal course of business. The Commission may conduct follow-up visits to review the previous deficiencies and to assess the efforts made to correct them.
- 14.6 The Commission and the Sub-Grantee agree that opportunities for improvements in operational efficiency, financial accountability, member experience, program outcomes, or other relevant qualitative factors shall be systematically pursued and implemented. When an opportunity is identified by the Commission through contract oversight activities, the Commission may request the development of an operational improvement plan. An operational improvement plan requested by the Commission is considered a contractual deliverable and is binding upon the Sub-Grantee at the time it is approved by the Commission. While the plan is binding, the timeframe for its implementation is determined by the mutual consent of both parties.

## **SECTION 15: SUSPENSION AND TERMINATION**

- 15.1 This Grant award may be terminated by mutual agreement, in whole or in part, by either party, with 30 calendar day's written notice to the other party. In the event of termination by mutual agreement, the Sub-Grantee shall be entitled to compensation under this Grant Award for allowable expenditures, prior to the date of termination, in accordance with this Grant Award. Regulations related to CNCS's authority to suspend or terminate this grant are contained in 45 C.F.R. §2540.400. In addition, the Sub-Grantee may suspend or terminate assistance to a Program Sub-Grantee, provided that such action affords the Program Sub-Grantee, at a minimum, the notice and hearing rights described in 45 C.F.R. §2540.400.
- a. If both parties to this Grant agree that the continuation of the Grant Award would not produce beneficial results commensurate with the further expenditure of funds, the parties shall agree upon the termination conditions, including the effective date and the portion to be terminated.
  - b. Upon termination, the Commission shall compensate the Sub-Grantee for those eligible expenses incurred during the grant award period which are directly attributable to the completed portion of the work covered by this Grant Award, provided that the work has been completed in a manner satisfactory and acceptable to the Commission.

- c. The Sub-Grantee shall not incur new obligations for the terminated portion after the effective date of termination and shall cease to incur costs under this Grant Award upon termination or receipt of written notice to terminate, whichever occurs first.
- 15.2 Regulations related to CNCS's authority to suspend or terminate this grant are contained in 45 CFR § 2540.400. In addition, the Commission may suspend or terminate assistance to a Sub-Grantee, provided that such action affords the Sub-Grantee, at a minimum, the notice and hearing rights described in 45 CFR §2540.400.
- 15.3 Upon termination of this Grant Award, whether for cause or by mutual agreement, all finished or unfinished documents, records, reports, photographs, etc. prepared by the Sub-Grantee shall, at the option of the Commission, become the property of the Commission.
- 15.4 In the event of any termination, the Sub-Grantee may be requested to transfer title and deliver to the Commission any property or products the Sub-Grantee has acquired or produced in performance of this Grant Award.
- 15.5 In the event federal or state laws or regulations are amended or judicially interpreted to render continued fulfillment of this Grant Award by either party substantially unreasonable or impossible, then the parties shall be discharged from any further obligations under this Grant Award, except for the equitable settlement of the respective accrued interests or obligations incurred up to the effective date of Grant Award close-out.
- 15.6 The Sub-Grantee shall remain liable for all disallowed costs and costs incurred for activities performed under this grant. The Commission may withhold payment to the Sub-Grantee on this Grant Award until such time as the exact amount of damages due to the Commission from the Sub-Grantee is agreed upon or is otherwise determined by the Commission.

## **SECTION 16: RETENTION AND ACCESSIBILITY OF RECORDS**

- 16.1 The Sub-Grantee shall maintain a record keeping system for all of its activities under this Grant Award, including program records and financial management records which support and document all expenditures of funds made under this Grant Award. This section shall not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- 16.2 The Sub-Grantee's employee and applicant records shall be maintained in a confidential manner, in compliance with the Federal Privacy Act of 1974, as amended.
- 16.3 The Sub-Grantee shall retain all fiscal records and supporting documents for a minimum of three (3) years after submission of Commission final aggregate Federal Financial Report for the Commission's Corporation grant under which the Sub-Grantee is funded, or for any greater retention period specified in the Notice of Grant Award or its attachments. In the event there is an audit in progress or an unresolved audit discrepancy at the end of such retention period, the records shall be retained until the discrepancy is resolved and final action is taken.
- 16.4 The Sub-Grantee shall grant access and the right to examine; copy or mechanically reproduce all reports, books, papers, documents, automated data systems; and other records pertaining to this Grant Award. The Sub-Grantee shall cooperate with any examination conducted pursuant to this section. Such rights of access and examination are granted to, as applicable:
- a. the Corporation for National and Community Service
  - b. the Office of the Inspector General,

- c. the Commission,
  - d. other state and federal auditing agencies, or
  - e. any duly authorized representative of the above named agencies as deemed appropriate by the Commission
- 16.5 The Commission shall make every effort to access records from Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m.; unless the Commission determines it necessary to access records during other days or hours. Such rights to access shall continue as long as the records are retained by the Sub-Grantee.

**SECTION 17: RIGHTS IN DATA**

- 17.1 Excluding copyrighted, licensed and public domain software, the Sub-Grantee grants to the Commission and its designated representatives, unlimited rights to any data, databases or data processing programs first developed, produced or delivered under this Grant Award. Such data include recorded information regardless of form or media except computer software.
- 17.2 The Commission may reproduce, prepare derivative works, distribute copies to the public, perform publicly and display publicly, by or on behalf of the Commission any data developed under this Grant Award or purchased with funds from this Grant Award.
- 17.3 The Sub-Grantee has the responsibility to obtain from the Program Sub-Grantees all data and rights therein necessary to fulfill the Sub-Grantee's obligations to the Commission under this Grant Award. If a Program Sub-Grantee refuses to accept terms affording the Commission such rights, the Sub-Grantee shall promptly bring such refusal to the attention of the Commission.
- 17.4 Unless otherwise specified, the Sub-Grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the Grant. However, the Sub-Grantee may not sell any work that includes an AmeriCorps logo without prior written approval from CNCS.
- a. CNCS retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Grant and to authorize others to do so. CNCS may distribute such products through a designated clearinghouse.
  - b. To the extent practical, the Sub-Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.

**SECTION 18: RIGHTS TO SUPPLIES AND EQUIPMENT PURCHASED WITH GRANT FUNDS**

- 18.1 The Commission shall retain sole right to property (supplies and equipment) purchased solely with funds granted to the Sub-Grantee by the Commission. The Commission shall retain a partial right to supplies and equipment purchased partially with funds granted by the Commission, based on the percentage of Commission funds used in the purchase. No disposition or sale of supplies and equipment purchased all or in part with Grant funds, prior to or after termination of the Grant Award, is allowable without obtaining prior written consent from the Commission. Upon the Commission's consent to any such sale, all funds from such sale (or the appropriate percentage for supplies and equipment purchased partially with Commission funds) of supplies and equipment shall be paid in full to the Commission (less an allowable disposition fee).

**SECTION 19: GENERAL FISCAL ADMINISTRATION**

- 19.1 The Sub-Grantee shall maintain separate accounting records with identification of cash receipts and disbursements of funds under this Grant Award.
- 19.2 Notwithstanding any other provisions of this Grant Award, the parties hereto understand and agree that the Commission's obligations under this Grant Award are contingent upon actual receipt of adequate funds from federal and other sources to meet the Commission's liabilities hereunder.
- 19.3 The Commission shall not be liable to the Sub-Grantee for any excess or unspent funding obligations, and retains the right to unilaterally de-obligate such obligations.
- 19.4 The Commission may obligate additional funds under this Grant Award or de-obligate funds previously obligated under this Grant Award.
- 19.5 In the case of an additional obligation or de-obligation of funds, the Commission shall provide written notification to the Sub-Grantee in the form of either a letter of notification or a grant award amendment.
- 19.6 The Sub-Grantee understands and agrees that it shall be liable to repay to the Commission any funds determined by either the Commission or the Sub-Grantee to be expended in violation of the terms of this Grant Award subject to the following conditions:
- a. The Sub-Grantee shall be liable for such funds and shall repay such funds even if a Program Sub-Grantee made the improper expenditure.
  - b. If the Sub-Grantee determines it has requested any payment from the Commission that is in violation of the terms of this Grant Award, and such payment has been made by the Commission, the Sub-Grantee shall notify the Commission no later than five (5) working days from this determination.
  - c. All repayments made by the Sub-Grantee shall be from non-federal funds.
  - d. Failure to repay such funds within thirty (30) days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
- 19.7 The Sub-Grantee shall obtain approval from the Commission for deviations from the approved budget as outlined in the Budget Variance policy. Budget changes may require submission of a Budget Line Adjustment Request (BLAR) by the Sub-Grantee. Submission of the BLAR alone does not guarantee approval.
- 19.8 The Sub-Grantee, unless it is an Institution of Higher Education or State/ Local Government Agency, shall obtain a Fidelity Bond or Crime Policy equal to or greater than the grant award amount. If the Sub-Grantee's current coverage is lower than the grant amount, the Sub-Grantee shall amend the coverage to reflect the grant amount. In addition, OneStar Foundation shall be named as a third party loss payee.
- a. The Sub-Grantee receiving the Grant Award is named as a third party loss payee (but does not necessary need to be the sole loss payee). This insurance shall cover the dishonest acts of all employees, volunteers, officers and directors.
  - b. Sub-Grantee may obtain the necessary Bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company.
- 19.9 The Sub-Grantee shall keep the Fidelity Bond or Crime Policy current from the start date of the budget period to six months after the date of final reimbursement.
- 19.10 If the Sub-Grantee Bond or Policy does not meet the criteria above, the Sub-Grantee may submit a



waiver request for OneStar's consideration by submitting a written statement that is determined to be satisfactory to the Commission from an independent certified public accountant that certifies the reduced bond amount as being appropriate and sufficient bond to provide coverage for the total amount of funds administered by Sub-Grantee and also appropriate to the internal controls in place by Sub-Grantee.

## **SECTION 20: MATCHING REQUIREMENTS**

- 20.1 Sub-Grantees shall refer to OMB Circulars A-21, A-87, A-122 and A-102 [and its implementation regulation (45 C.F.R.§2543) or A-110 (45 C.F.R.§2541)], as applicable, for additional requirements related to allowable kinds and sources of match and match documentation requirements.
- 20.2 Exception for Donated Professional Service. Because one purpose of this Grant is to enable and stimulate volunteer community service, the Sub-Grantee may not include the value of direct community service performed by volunteers. However, the Sub-Grantee may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit work, and training of staff and AmeriCorps Members.
- 20.3 Match funds are the funds that Sub-Grantees are required to attain from other sources to provide additional support to this Program. Sub-Grantees shall adhere to all approved budgeted match levels as stated in the Sub-Grantee's approved eGrants application unless prior written approval is granted by the Commission.
- 20.4 Sub-Grantees utilizing match funds from other Federal sources must have consent from the other Federal source allowing the use of the funds as match under this Grant.
- 20.5 Sub-Grantees shall report the amount and sources of federal funds, other than those provided by CNCS, used to carry out its program. This includes other federal funds expended by program sub-grantees and operating sites. This information shall be reported on the Federal Financial Report (FFR).
- 20.6 Sub-Grantee match funds from private sources, including fees for service and program income, are subject to public reporting. Funds from private sources shall be reported in the period they are earned.

## **SECTION 21: PROGRAM INCOME**

- 21.1 Program income, including fees for service, earned as a direct result of the grant-funded program activities during the award period, must be retained by the Sub-Grantee and used to finance allowable costs under the federal and/or non-federal shares of the grant. (See also Section E of this grant award's General Provisions)
  - a. The service activities conducted by the members shall be allowable under this Grant Award.
  - b. All income earned as a direct result of the Program's activities during the award period shall be used first to finance the non-federal (Corporation) share (match) of the Program.
  - c. Program income in excess of the match needed for this Grant Award shall follow the appropriate requirements of 45 CFR §2541.250, 2 CFR 225, 2 CFR 215, or 2 CFR 220 and there will be a corresponding decrease in total allowable costs under the federal share.
  - d. In lieu of utilizing program income to finance the grantee share or reduce the federal share, OneStar may authorize, on a case-by-case basis, a Sub-Grantee to utilize the addition method for program income. Under the addition method, a Sub-Grantee would request approval to add on an activity that would enlarge or enhance its activities under the purposes and conditions of this grant



agreement. Sub-grantees must request and gain approval from OneStar prior to utilizing program income in this manner.

- e. Program income shall be accounted for, reported and expended by the Sub-Grantee in the budget period in which it is earned except with prior approval by OneStar.
  - f. Sub-Grantees shall disburse program income, and interest earned on such funds before requesting additional cash payments of federal funds.
- 21.2 When using assistance under this Grant, the Sub-Grantee may not enter into a contract for or accept fees for service performed by members when:
- a. The service benefits a for-profit entity;
  - b. The service falls within the other prohibited Program activities set forth in these Grant terms and conditions; or
  - c. The service violates the non-displacement Provisions of the Act set forth in these Grant terms and conditions.
- 21.3 Sub-Grantees that earn excess income shall specify the amount of the excess in the comment box on the Federal Financial Report (FFR).

## **SECTION 22: PAYMENT OBLIGATIONS**

- 22.1 In consideration of the Sub-Grantee's full and satisfactory performance as specified in the Application for Funding, the Commission shall agree to pay the Sub-Grantee in an amount equal to the actual allowable costs incurred by the Sub-Grantee, not to exceed the amount awarded to the Sub-Grantee by the Commission, in rendering such performance. The Commission utilizes the right to retain two percent (2%) of the Federal share of this Grant Award.
- 22.2 Requests for reimbursement may be submitted to the Commission semi-monthly or monthly. However, when the Budget Period of this Grant Award begins after the beginning of the calendar quarter or ends before the end of the calendar quarter, the request for reimbursement shall only cover that portion of the calendar quarter encompassed by the Budget Period of the grant.
- a. Requests for reimbursement shall be received by the Commission within 30 days of the end of the period covered by the request.
  - b. Payments will be made chronologically based on the period covered.
- 22.3 The Sub-Grantee shall submit requests for reimbursement on an accurately completed Commission Periodic Expense Report, prepared on the Sub-Grantee's basis of accounting. The Periodic Expense Report will indicate categorical expenditures for items directly relating to provision for services which have been rendered under this grant award. Though not payable to the Sub-Grantee, the Sub-Grantee shall include under Corporation share Section III on each Periodic Expense Report the appropriate amount for Commission Fixed Amount.
- a. Sub-Grantees are required to submit information pertaining to the expenditures of non-Corporation funds used as match including all fee for services under this grant.
- 22.4 The Commission shall not be liable for expenditures made in violation of the provisions of the legal authorities cited in this Grant Award, or any other law or regulation applicable to a specific program or service performed under this Grant Award.
- 22.5 The Commission shall not be liable to the Sub-Grantee for costs incurred and/or performances

rendered by the Sub-Grantee before the Budget Period Beginning date of this Grant Award, except as allowed by a pre-award cost authorization; or after the Budget Period Ending date, unless terminated pursuant to Section 15 of this Grant Award unless specifically approved in writing by the Commission.

- 22.6 The Commission shall not be liable for any costs incurred by the Sub-Grantee in the performance of this Grant Award which have not been billed to the Commission within forty-five (45) days following the expiration or termination of this Grant Award, unless otherwise stated by the Commission.
- 22.7 The Commission shall make funds available within forty-five (45) days as reimbursements to the Sub-Grantee upon receipt and approval by the Commission of a proper and verified statement of current allowable costs.

**SECTION 23: EVENTS AND REPORTING**

- 23.1 Each Sub-Grantee shall submit Progress and Financial Reports by the required due dates as specified in the AmeriCorps Special Provisions (Section I). Sub-Grantees shall adhere to the reporting requirements outlined and communicated by the Commission for the program year.
- 23.2 The Sub-Grantee shall submit such additional periodic, grant award closeout, monitoring, grant making, or ad-hoc reports on the operation and performance of this grant award deemed necessary by the Commission. The Commission’s request shall provide a reasonable time of response, in consideration of the nature and availability of the information requested. Extensions of communicated deadlines will be granted only when 1) the report or document cannot be furnished in a timely manner for reasons, in the determination of the Commission, legitimately beyond the control of the Sub-Grantee, and 2) The Commission receives a written request explaining the need for an extension before the due date of the report. Failure to submit any report or document in full as required shall become part of the Sub-Grantee performance record and will result in the issuance of a Notice of Noncompliance.
- 23.3 The Sub-Grantee shall participate in such additional periodic, or ad-hoc initiatives, events, webinars, conference calls, or trainings as deemed necessary by the Commission. The Commission’s request shall provide a reasonable amount of advance notice, in consideration of the nature of the required participation. Failure to participate in full as required shall become part of the Sub-Grantee performance record and will result in the issuance of a Notice of Noncompliance.
- 23.4 The following events require participation. Participation shall become part of a Sub-Grantee’s Performance Record. The Sub-Grantee must send the Primary Program and/or Primary Fiscal contacts as designated in the Authorized Representative Form, as appropriate. Details on events shall be disseminated as the Commission obtains additional information.

<b>Date</b>	<b>Event</b>	<b>Location</b>
September 18-19, 2014	Texas Nonprofit Summit*	Austin, TX
Spring 2015	Southwest Cluster Conference/AmeriCorps Grantee Meeting	Location TBD
Summer 2015	National Conference on Volunteering and Service*	Location TBD
Monthly	Commission Sponsored Conference Call Trainings**	Online

\* Attendance at the Texas Nonprofit Summit and the National Conference on Volunteering and Service is encouraged but not required.

\*\* Conference Call attendance requirement as to “optional” or “required” will be communicated to Sub-Grantees in writing in advance of the training. Calls deemed as “required” will become part of the Sub-Grantee

*performance report.*

- 23.5 Required events require full participation. Failure to participate fully will become part of the Sub-Grantee performance report and will result in the issuance of a Notice of Noncompliance. Full participation is defined by:
- a. Participants attend all scheduled sessions (plenary and breakout) in full (from scheduled start to end time);
  - b. Participants are actively engaged in all sessions (plenary and breakout) and activities;
  - c. Participants maximize all opportunities for learning, sharing and networking; and
  - d. Sub-Grantees shall be responsible for all materials presented. OneStar shall provide sufficient notice to Sub-Grantees regarding the content of any events such that the Sub-Grantee may ensure that the appropriate staff person is in attendance.

**These Corporation for National and Community Service (CNCS) AmeriCorps Grant Provisions are binding on the Sub-Grantee.** By accepting funds under this Grant, the Sub-Grantee agrees to comply with, and include in any program sub-grants, the AmeriCorps Provisions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The Sub-Grantee agrees to operate the funded Program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. For the purposes of these Provisions, AmeriCorps refers to AmeriCorps State sub-grantees only.

<b>Attachment A1. AmeriCorps Texas Special Provisions .....</b>	<b>A2</b>
A. Affiliation with the AmeriCorps National Service Network .....	A2
B. Member Recruitment, Selection and Exit.....	A2
C. Supervision and Support .....	A3
D. Changes in Member Terms of Service or Program Slots .....	A6
E. Release from Participation .....	A7
F. Living Allowances, Other In-Service Benefits and Taxes.....	A7
G. Member Records and Confidentiality.....	A9
H. Budget and Programmatic Changes.....	A10
I. Reporting Requirements.....	A11
J. Grant Period and Incremental Funding.....	A12
<b>Attachment A2. AmeriCorps Texas General Provisions.....</b>	<b>A13</b>
A. Responsibilities Under Grant Administration.....	A13
B. Financial Management Standards .....	A13
C. The Office of Inspector General.....	A13
D. Whistleblower Protection .....	A14
E. Program Income.....	A14
F. Safety.....	A15
G. Non-Discrimination Public Notice and Records Compliance .....	A15
H. Grant Products .....	A16
I. Fixed Amount Awards .....	A16
J. Trafficking In Persons.....	A17
K. Central Contractor Registration (CCR) and Universal Identifier Requirements .....	A18
<b>Attachment A3. Grant Program Civil Rights and Non-Harassment Policy .....</b>	<b>A19</b>

**A. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK**

1. **Identification as an AmeriCorps Program or Member.** The Sub-Grantee shall identify the program as an AmeriCorps program and members as AmeriCorps members. All partnership agreements/MOUs related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.
2. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo. All Sub-Grantee and Program Sub-Grantee websites shall clearly state that they are an AmeriCorps Sub-Grantee and shall prominently display the AmeriCorps logo. Sub-Grantees and Program Sub-Grantees shall use the AmeriCorps name and logo on service gear and public materials such as stationary, application forms, recruitment brochures, on-line position posting or other recruitment materials, orientation materials, member curriculum materials, signs, banners, press releases and publications related to their AmeriCorps program in accordance with CNCS requirements.

To publicize the relationship between the program and AmeriCorps, the Sub-Grantee shall describe their program as "an AmeriCorps Program." Sub-Grantees shall provide information or training to their AmeriCorps members about how their program is part of the national AmeriCorps program and about the other national service programs of CNCS. Sub-Grantees are strongly encouraged to place signs that include the AmeriCorps name and logo at their service sites and may use the slogan "AmeriCorps Serving Here." AmeriCorps members should state they are AmeriCorps members during public speaking opportunities.

The Sub-Grantee may not alter the AmeriCorps logo, and must obtain written permission from CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The Sub-Grantee may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, or in these grant provisions.

**B. MEMBER RECRUITMENT, SELECTION, AND EXIT**

Member recruitment and selection requirements are in CNCS's regulations at 45 CFR § 2522.210 and Part 2540. In addition, the Sub-Grantee must ensure that the following procedures are followed:

1. **Notice to CNCS's National Service Trust.** The Sub-Grantee must notify CNCS's National Service Trust, via the My AmeriCorps Portal, within thirty (30) days of a member's start of, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits.

The Sub-Grantee also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within thirty (30) days may result in sanctions to the Sub-Grantee, up to and including, suspension or termination of the grant. Sub-Grantees meet notification requirements by using the appropriate electronic system to inform CNCS of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

**Penalties for false information:** Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

2. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Sub-Grantees may also include an informed consent form of their own design as part of the member service agreement materials.
3. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the Sub-Grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and program staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. See the FAQ for more information: ([www.nationalservice.gov/sites/default/files/documents/AmeriCorps\\_State\\_National\\_Policy\\_FAQs.pdf](http://www.nationalservice.gov/sites/default/files/documents/AmeriCorps_State_National_Policy_FAQs.pdf)).
4. **Assigning Members to Service Locations.** The Sub-Grantee is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps portal for all members within 30 days of members' starting a term of service. The Sub-Grantee is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select the one where the member serves a majority of his or her hours for the member's assignment; however, all service locations must be listed in the portal.
5. **Completion of Terms of Service.** The Sub-Grantee must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within thirty (30) days of the end of their term of service. Should a program not be renewed, a member who was scheduled to continue in a term of service may either be placed in another program where feasible, or if the member has completed at least fifteen (15) percent of the service hour requirement, a member may receive a pro-rated education award.
6. **Member Exit.** In order for a member to receive an education award from the National Service Trust, the Sub-Grantee must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The Sub-Grantee (and any individual or entity acting on behalf of the Sub-Grantee) is responsible for the accuracy of the information certified on the end-of-term certification.

## C. SUPERVISION AND SUPPORT

1. **Planning for the Term of Service.** The Sub-Grantee must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The Sub-Grantee is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or prohibited fundraising activity (see 45 CFR § 2520.40-45). The Sub-Grantee must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to the Commission and CNCS upon request. The Sub-Grantee must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the Sub-Grantee must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.
2. **Member Service Agreements.** The Sub-Grantee must require that each member sign a service agreement that includes, at minimum, the following:
  - a. Member position description



- b. The minimum number of service hours (as required by statute) and other requirements (as developed by the Sub-Grantee) necessary to successfully complete the term of service and to be eligible for the education award;
- c. The amount of the education award being offered for successful completion of the term of service in which the individual is enrolling;
- d. Standards of conduct, as developed by the Sub-Grantee;
- e. The list of prohibited activities, including those specified in the regulations at 45 § CFR 2520.65;
- f. The text of 45 CFR §§ 2540.100(e)-(f), which relates to Non-duplication and Nondisplacement;
- g. The text of 45 CFR §§ 2520.40-.45, which relates to fundraising by members;
- h. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);
- i. Civil rights requirements, complaint procedures, and rights of beneficiaries (see Section G of the General Provisions);
- j. Suspension and termination rules;
- k. The specific circumstances under which a member may be released for cause;
- l. Grievance procedures; and
- m. Other requirements as established by the Sub-Grantee.

The Sub-Grantee should ensure that the service agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities.

- 3. Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):
- a. Attempting to influence legislation;
  - b. Organizing or engaging in protests, petitions, boycotts, or strikes;
  - c. Assisting, promoting or deterring union organizing;
  - d. Impairing existing contracts for services or collective bargaining agreements;
  - e. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
  - f. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
  - g. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
  - h. Providing a direct benefit to-
    - i. A business organized for profit;
    - ii. A labor union;

- iii. A partisan political organization
- iv. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
- v. An organization engaged in the religious activities described in paragraph C.7 above, unless CNCS assistance is not used to support those religious activities;
  - i. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
  - j. Providing abortion services or referrals for receipt of such services; and
  - k. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

4. **Supervision.** The Sub-Grantee must provide members with adequate supervision by qualified supervisors consistent with the approved grant application. The Sub-Grantee must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by CNCS. The Sub-Grantee must ensure that it does not exceed the limitation on member service hours spent in education and training set forth in 45 CFR § 2520.50.
5. **Performance Reviews.** The Sub-Grantee must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The end-of-term evaluation should address, at a minimum, the following factors:
  - a. Whether the member has completed the required number of hours;
  - b. Whether the member has satisfactorily completed assignments; and
  - c. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.
6. **Timekeeping.** The grantee is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. Time and attendance records must be signed and dated both by the member and his/her supervisor.

If a Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from CNCS.
7. **Member Death or Injury.** The Sub-Grantee must immediately report any member deaths or serious injuries to the Commission via the Sub-Grantee's assigned Grants Officer.

**D. CHANGES IN MEMBER TERMS OF SERVICE OR PROGRAM SLOTS**

1. **Changes that Require OneStar and CNCS Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a Sub-Grantee, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval from CNCS's Office of Grants Management as well as written approval and concurrence from the Commission.
  - a. A change in the number of member service year positions in the grant; and/or
  - b. A change in the funding level of the grant.
2. **Changing Slot Types (unfilled positions).** Except for Full-cost and Professional Corps Fixed Amount grants, Sub-Grantees may change the type of slots awarded to their program if;
  - a. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and
  - b. The change does not increase the value of the education award.

All changes to slot type are subject to availability of funds in the Trust, must be Trust neutral, and must comply with all assumptions on which Trust prudence and continued solvency are predicted. Changes in slot type may be made by the Sub-Grantee directly in the My AmeriCorps Portal.

3. **Changing a Term of Service (currently enrolled positions).** Changes in terms of service may not result in an increased number of MSYs for the program. With the exception of Education Award only grants, grantees with Fixed Amount grants may not convert members to less-than-full-time slots.
  - a. Full-time. The Commission may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. CNCS will not cover health care or childcare costs for less than full-time members. It is not allowable to transfer currently enrolled full-time members to a less than full-time status simply to provide a less than full-time education award.
  - b. Less than Full-time. CNCS and the Commission discourage changing less than full-time members to full-time because it is very difficult to manage, unless done very early in the member's term of service. The Commission may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.
  - c. Refilling Slots. With the exception of Sub-Grantees whose awards have special grant conditions under 45 CFR § 2543.14 or §2541.120, AmeriCorps State programs that have fully enrolled their awarded member slots are allowed to replace any member who terminates service before completing 30 percent of his/her term provided that the member who is terminated is not eligible for and does not receive a pro-rated education award. Programs may not refill the same slot more than once.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, CNCS will suspend refilling if either:

- i. Total AmeriCorps enrollment reaches 97 percent of awarded slots; or
- ii. The number of refills reaches five percent of awarded slots.

- d. Slots eligible for refill may not be transferred. Additionally, they may not be combined with unfilled slots.
- e. Formula and State Competitive Grant Slot Transfers. The Commission is allowed to transfer slots among the state formula and competitive Sub-Grantees in order to maximize enrollment and cost effectiveness without prior approval from CNCS. The Commission may not transfer slots between competitive and formula sub-grantees or vice-versa. The Commission may not transfer funds among the competitive Sub-Grantees.
- f. Notice to Childcare and Healthcare Providers. The Sub-Grantee must immediately notify CNCS's designated agents, in writing, when a member's status changes in a manner that affects eligibility for childcare or healthcare.

## E. RELEASE FROM PARTICIPATION

Sub-Grantees may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 C.F.R. § 2522.230 for requirements. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the Sub-Grantee, consistent with the criteria listed in 45 CFR § 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for a non-compelling personal circumstance, such as when the individual is leaving to go to school) is considered non-compliance with grant requirements and may result in disallowed costs and other remedies for non-compliance. In addition to the regulations, the following applies:

***No Automatic Disqualification if Released for Cause.*** A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term— e.g. the individual has decided to take a job offer— but who, otherwise, performed well, would not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

## F. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS AND TAXES

1. **Living Allowance Distribution.** A living allowance is not a wage. Sub-Grantees must not pay a living allowance on an hourly basis. Sub-Grantees should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when the member's service ceases.

If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the Sub-Grantee may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the Sub-Grantee must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

Education Award Program Fixed-Amount grants (EAPs) may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other Fixed Amount grantees must provide a living allowance to their members.

2. **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance,

it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

**3. Taxes and Insurance.** Requirements related to member living allowances and benefits are in 45 CFR §§2522.240 and 2522.250. In addition, Sub-Grantees must ensure that the following procedures are followed:

- a. **Liability Insurance Coverage** - The Sub-Grantee is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
- b. **FICA (Social Security and Medicare taxes)** - Unless the Sub-Grantee obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the Sub-Grantee must pay FICA for any member receiving a living allowance. The Sub-Grantee must also withhold the required FICA percentage from the member's living allowance.
- c. **Income Taxes** - The Sub-Grantee must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The Sub-Grantee must comply with any applicable state or local tax requirements.
- d. **Worker's Compensation** - Some states require worker's compensation for AmeriCorps members. Sub-Grantees must check with State Departments of Labor or the Commission to determine worker's compensation requirements. If worker's compensation is not required, Sub-Grantees must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.

**4. Healthcare Coverage.** Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the Sub-Grantee must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins his/her term of service. The Sub-Grantee must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. CNCS will not cover healthcare costs for dependent coverage.

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for health care benefits. Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps education Award.

Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less than full-time members serving in a full-time capacity): staying on parents' or spouse plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance obtained through private insurance broker; Medicaid, Medicare or military benefits. By July 1, 2015 all AmeriCorps programs must have MEC coverage. For fiscal year 2014,



programs must document evidence of working towards MEC compliance.

Per a May 14, 2014 notice, the Department of Health and Human Services (HHS) issued guidance that created a special healthcare enrollment period (through December 31, 2014) for all AmeriCorps State members.

**Starting Service:** If you start AmeriCorps State service after the open enrollment period which ended on March 30, 2014, you have 60 days from the service start date to sign-up for healthcare coverage through the federal healthcare marketplace.

**Ending Service:** At the conclusion of service, you will also be able to purchase a qualified health plan from the federal healthcare marketplace outside of the annual open enrollment period. You have 60 days from the service end date to sign-up for healthcare coverage.

If coverage is being provided via the Healthcare Marketplace, and thus third party payment is not an option, programs must develop a process to reimburse members for monthly premiums. Reimbursements for health insurance premiums are considered taxable income for the member, and programs must have a way to document such reimbursements.

5. **Administration of Child Care Payments.** In general, CNCS will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, 45 CFR §2522.250. Members serving in EAPs are not eligible for the childcare benefit. CNCS will not cover childcare costs for members who served on a less than full-time basis, or who have ceased serving. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Sub-Grantees that choose to provide childcare as a match source (as approved in their budget) may contact the childcare contractor for technical assistance. Sub-Grantees can contact the AmeriCorps hotline at 1-800-942-2677 with questions regarding childcare. The criteria for member eligibility are contained in 45 CFR § 2522.250. Also see the FAQs ([http://www.nationalservice.gov/sites/default/files/documents/AmeriCorps\\_State\\_National\\_Policy\\_FAQs.pdf](http://www.nationalservice.gov/sites/default/files/documents/AmeriCorps_State_National_Policy_FAQs.pdf)) for more detailed information on administering childcare and healthcare benefits.
6. **Notice to Childcare Providers.** The Sub-Grantee must immediately notify CNCS's designated agents in writing, when a member's status changes in a manner that affects the member's eligibility for childcare. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis; terminating or releasing a member from service; and suspending a member for cause for a lengthy or indefinite time period. Program directors should contact the childcare provider on childcare related changes.

## G. MEMBER RECORDS AND CONFIDENTIALITY

1. **Recordkeeping.** The Sub-Grantee must maintain records, including the position description, sufficient to establish that each member was eligible to participate and that the member successfully completed all program requirements. A program may store member files electronically and use electronic signatures if the program can ensure the validity and integrity of the record and signature is maintained. CNCS will recognize electronically stored files where:

The electronic storage procedures and system provide for the safe-keeping and security of the records, including:

- a. Sufficient prevention of unauthorized alterations or erasures of records;
- b. Effective security measures to ensure that only authorized persons have access to records;
- c. Adequate measures designed to prevent physical damage to records; and



- d. A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

- a. Storage of the records in a physically accessible location;
- b. Clear and accurate labeling of all records; and
- c. Storage of the records in a usable, readable format.

2. **Verification of Eligibility.** Unless an individual social security number and citizenship was verified through the My AmeriCorps Portal, the Sub-Grantee must obtain and maintain documentation as required by 45 CFR §2522.200(c). CNCS does not require programs to make and retain copies of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the Sub-Grantee has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

Enrolling in the My AmeriCorps portal requires members to certify their high school status. Such certification fulfills the grantee's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the Sub-Grantee must retain a copy of the supporting evaluation.

3. **Confidential Member Information.** The Sub-Grantee must maintain the confidentiality of information regarding individual members. The Sub-Grantee must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional, or other purposes. Sub-Grantees may release aggregate and other non-identifying information, and are required to release member information to the Commission, CNCS and its designated contractors. The Sub-Grantee must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this grant.
4. **National Service Criminal History Check.** The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.200 - .207. You must retain a record of the NSOPW search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks, inclusive of the date record for when the search was performed. Inability to demonstrate that you conducted an NSOPW or the required criminal history check, as specified in the regulations, may result in sanctions, including disallowance of costs.

## H. BUDGET AND PROGRAMMATIC CHANGES

1. **Programmatic Changes.** Sub-Grantees must first obtain the prior written approval of the Commission before making the following changes in the approved Program. Depending on the nature of the change, approval from CNCS may also be required.
  - a. Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;
  - b. Substantial changes in the level of participant supervision;
  - c. Entering into additional program sub-grants or contracts for AmeriCorps activities funded by the grant, but not identified or included in the approved application and grant budget.

Upon notification to the Commission and the AmeriCorps Program Office, grantees may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from CNCS. As soon as practicable, grantees making disaster-related programmatic changes must discuss the recordkeeping, member activities, performance measure adjustments, and other AmeriCorps grant requirements with the AmeriCorps Program Office. While written approval from CNCS is not required before making disaster-related programmatic changes, the Commission and CNCS reserve the right to limit or deny disaster-related programmatic changes.

2. **Program Changes for Formula Programs.** The Commission is responsible for approving the above changes for state formula programs.
3. **Budgetary Changes.** The Sub-Grantee must obtain the prior written approval of the Commission and CNCS's Office of Grants Management before deviating from the approved budget in any of the following ways;
  - a. Specific Costs Requiring Prior Approval before Incurrence under OMB Circulars A-21 (2 CFR part 220), A-87 (2 CFR part 225) or A-122 (2 CFR part 230). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
  - b. Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
  - c. Unless the CNCS share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget must be approved in writing in advance by the Commission and CNCS. The total budget includes both the CNCS and grantee shares. Sub-Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.
4. **Approvals of Programmatic and Budget Changes.** CNCS's Grants Officers are the only officials who have the authority to alter or change the provisions or requirements of the grant. The CNCS Grants Officers will execute written amendments, and the Sub-Grantee should not assume approvals have been granted unless documentation from the CNCS Grants Office has been received by the Commission. Programmatic changes also require final approval of CNCS's Office of Grants Management after written recommendation for approval is received from the CNCS Program Office.
5. **Exceptions for Fixed Amount Grants.** Sub-Grantees with Fixed Amount grants are not subject to the requirements in Section 3, Budgetary Changes.

#### I. REPORTING REQUIREMENTS

The subgrantee is responsible for the timely submission of periodic financial and progress reports during the budget period and a final financial report.

1. **AmeriCorps Progress Reports (APR).** Sub-Grantees shall complete and submit progress reports using the appropriate electronic system to report on progress toward achievement of its approved performance targets.

Due Date	Reporting Period Covered
11:59:59 PM CST, April 16, 2015	Start of grant through March 31
11:59:59 PM CST, October 15, 2015	Start of grant through end of grant year

	or September 30, whichever is sooner.
--	---------------------------------------

A Sub-Grantee with a budget period that ends after September 30 will be required to submit a final APR 45 days after the budget period end date.

- 2. Federal Financial Reports (FFR).** The Sub-Grantee shall complete and submit financial reports in the appropriate electronic system to report the status of all funds. The Sub-Grantee must submit timely cumulative financial reports in accordance with CNCS guidelines according to the following schedule:

Due Date	Reporting Period Covered
11:59:59 PM CST, April 16, 2015	Start of grant through March 31
11:59:59 PM CST, October 15, 2015	Start of grant through September 30

A Sub-Grantee with a budget period that ends after September 30 will be required to submit a final FFR 45 days after the budget period end date.

- 3. Reporting Other Federal Funds.** The Sub-Grantee shall report the amount and sources of federal funds, other than those provided by CNCS, claimed as matching funds. This includes other federal funds expended by subgrantees and operating sites and claimed as match. This information shall be reported annually on the financial report due in October or at the time the final financial report is submitted if the final report is submitted prior to October 15. Fixed Amount grantees are not required to report this information.
- 4. Requests for Extensions.** Each Sub-Grantee must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of the Commission, legitimately beyond the control of the Sub-Grantee, and 2) The Commission receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports and extensions of deadlines for progress reports may only be granted by the Commission Grants Officers and Grants Management Specialist.

- 5. Financial Reports for Fixed Amount Grants.** Fixed Amount grantees are not required to submit financial reports to the Commission, including the final financial report.

**J. GRANT PERIOD AND INCREMENTAL FUNDING**

For the purposes of the grant, a project period is the complete length of time the Sub-Grantee is proposed to be funded to complete approved activities under the grant. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a Sub-Grantee’s approved activities and budget.

Unless otherwise specified, the grant covers a three-year project period. In approving a multi-year project period, CNCS and the Commission generally make an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a Sub-Grantee’s demonstrated capacity to manage a grant and comply with grant requirements, and the availability of Congressional appropriations. CNCS and the Commission reserve the right to adjust the amount of a grant award, or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

**A. RESPONSIBILITIES UNDER GRANT ADMINISTRATION**

- 1. Accountability of the Sub-Grantee.** The Sub-Grantee has full fiscal and programmatic responsibility for managing all aspects of the grant and grant-supported activities, subject to the oversight of the Commission and/or CNCS. The Sub-Grantee is accountable to the Commission and CNCS for its operation of the AmeriCorps Program and the use of CNCS grant funds. The Sub-Grantee must expend grant funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the grant. Although Sub-Grantees are encouraged to seek the advice and opinion of the Commission on special problems that may arise, such advice does not diminish the Sub-Grantee's responsibility for making sound judgments and does not shift the responsibility for operating decisions to the Commission.
- 2. Subawards.** A Sub-Grantee may make Program Sub-Grants in accordance with the requirements set forth in 45 CFR Part 2541 or 2 CFR Part 215 and 45 CFR Part 2543. The Sub-Grantee must have and implement a plan for oversight and monitoring to ensure that each Program Sub-Grantee and service site has agreed to comply, and is complying, with grant requirements. This includes oversight and monitoring to ensure that AmeriCorps members are not engaging in prohibited activities in 45 CFR § 2520.65.
- 3. Notice to Commission.** The Sub-Grantee will notify the appropriate Commission Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the grant, or any suspected misconduct or malfeasance related to the grant or Sub-Grantee. The Sub-Grantee will inform the Commission about the corrective action taken or contemplated by the Sub-Grantee and any assistance needed to resolve the situation.

**B. FINANCIAL MANAGEMENT STANDARDS**

- 1. General.** The Sub-Grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this grant from expenditures not attributable to this grant. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs, or administrative costs. For further details about the Sub-Grantee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 CFR Part 2541) or A-110 (2 CFR part 215) and its implementing regulations (2 CFR Part 205 and 45 CFR Part 2543), as applicable.
- 2. Consistency of Treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of federal funds.
- 3. Audits.** The Sub-Grantee shall adhere to the Audit requirements as stated in Section 12 of these terms and conditions.

**C. THE OFFICE OF INSPECTOR GENERAL**

CNCS's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of CNCS's programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in CNCS's programs and operations.

The OIG conducts and supervises audits of CNCS grantees and sub-grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from CNCS management, is used to select grantees and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to AmeriCorps Sub-Grantees that become aware of suspected criminal activity in connection with the AmeriCorps program. Sub-Grantees should immediately contact the OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at [hotline@cncsig.gov](mailto:hotline@cncsig.gov) or by telephone at (800) 452-8210.

#### D. WHISTLEBLOWER PROTECTION

1. This grant and employees working on this grant will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
2. Under this pilot program, an employee of a sub-grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or grant, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS) relating to a Federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or grant.
3. The Sub-Grantee shall inform its employees in writing, in the predominant language of the workforce or organization, or employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/contractor-whistleblower-protection-0#node-1001>.

#### E. PROGRAM INCOME

1. **General.** Income, including fees for service earned as a direct result of the grant-funded program activities during the award period, must be retained by the Sub-Grantee and used to finance the grant's non-CNCS share. (See Section 21: Program Income)
2. **Excess Program Income.** Program income earned in excess of the amount needed to finance the grantee share must follow the appropriate requirements of 45 CFR § 2541.250, 45 CFR § 2543.24 or 2 CFR § 215.24, 2 CFR Part 225, 2 CFR Part 215, or 2 CFR Part 220 and be deducted from total claimed costs. Sub-Grantees that earn excess income must specify the amount of the excess in the comment box on the federal financial report (FFR).
3. **Fees for Service.** When using assistance under this grant, the Sub-Grantee may not enter into a contract for or accept fees for service performed by members when:
  - a. The service benefits a for-profit entity,
  - b. The service falls within the other prohibited activities set forth in these grant provisions, or
  - c. The service violates the non-displacement provisions of 45 U.S.C. § 12637 – Nonduplication and Displacement.



4. **Full-Cost and Professional Corps Fixed Amount Grants.** The Sub-Grantee must notify the Commission if it earns program income in excess of the amounts needed to cover all expenditures under the grant. OneStar, along with CNCS when applicable, will determine the disposition of the excess program income.

#### F. SAFETY

The Sub-Grantee must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

#### G. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination.** The Sub-Grantee must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Sub-Grantee and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

Sample language is:

*This program is available to all, without regard to race, color, national origin, disability, sex, age, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:*

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and e-mail address of the Sub-Grantee) or*

*Office of Civil Right and Inclusiveness  
Corporation for National and Community Service  
1201 New York Avenue, NW  
Washington, D.C. 20525  
1-800-833-3722 (TTY and reasonable accommodation line)  
(202) 565-3465 (FAX); eo@cns.gov (e-mail)*

The Sub-Grantee must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The Sub-Grantee must also notify the public in recruitment material and application forms that it operates its program or activity subject to the non-discrimination requirements. Sample language, in bold print, is “**This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.**” Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Sub-Grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Records and Compliance Information.** The Sub-Grantee must keep records and make available to the Commission and/or CNCS timely, complete and accurate compliance information to allow the Commission and/or CNCS to determine if the Sub-Grantee is complying with the civil rights statutes and implementing regulations. Where a Sub-Grantee extends federal financial assistance to Program Sub-



Grantees, the Program Sub-Grantees shall make available compliance information to the Sub-Grantee so it can carry out its civil rights obligations.

- 3. Obligation to Cooperate.** The Sub-Grantee must cooperate with the Commission and/or CNCS so that the Commission and/or CNCS can ensure compliance with the civil rights statutes and implementing regulations. The Sub-Grantee shall permit access by the Commission and/or CNCS during normal business hours to its books, records, accounts, staff, members, facilities, and other sources of information as may be needed to determine compliance.

## H. GRANT PRODUCTS

- 1. Sharing Grant Products.** To the extent practical, the Sub-Grantee agrees to make products produced under the grant available at the cost of reproduction to others in the field.
- 2. Acknowledgment of Support.** Publications created by members or grant-funded staff must be consistent with the purposes of the grant. The AmeriCorps logo shall be included on such documents. The Sub-Grantee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this grant.

*“This material is based upon work supported by the Corporation for National and Community Service (CNCS) under AmeriCorps Grant No. \_\_\_\_\_. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, OneStar Foundation, CNCS or the AmeriCorps Program.”*

## I. FIXED AMOUNT AWARDS

Fixed amount grants are not subject to the Federal Cost Principles. For Education Award programs (EAP), the fixed federal assistance amount of the grant is based on the approved and awarded number of full-time (MSYs) members specified in the award. For full-cost and Professional Corps Fixed Amount grants, the fixed federal assistance amount of the grant is based on the approved and awarded numbers of full-time members and the members’ completion of their terms of service.

For EAPs, the final award amount of grant funds that the Sub-Grantee may retain is dependent upon the Sub-Grantee’s notifying CNCS’s National Service Trust of the members that it has enrolled. All EAP members must carry out activities to achieve the specific project objectives as approved by the Commission and/or CNCS. At closeout, the Commission will calculate the final amount of the grant based on Trust documentation. The Commission will recover any amounts drawn down by the grantee in excess of the final grant amount allowed based on member selection documentation in the My AmeriCorps Portal.

For all other Fixed Amount grants, the Sub-Grantee may request reimbursement for funds based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served. Full-cost and Professional Corps programs may draw up to 20% of the funds within the first two months to cover start-up costs (recruitment and application, training, criminal history checks, etc.); however, total funds drawn should be based on the number of members on board at the time and the percentage of hours completed. Annually and at closeout, the Commission will calculate the final amount of the grant for the year or entire project period (at closeout) based on the number of successful completions of terms of service (as certified by the program) as well as the hours served that were not certified as successfully completed.

**J. TRAFFICKING IN PERSONS**

This grant is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

**1. Provisions applicable to a recipient that is a private entity.**

- a. You as the Sub-Grantee and your employees may not:
  - i. Engage in severe forms of trafficking in persons during the period of time that the grant is in effect;
  - ii. Procure a commercial sex act during the period of time that the grant is in effect; or
  - iii. Use forced labor in the performance of the grant.
- b. CNCS as the federal awarding agency may unilaterally terminate this grant, without penalty, if it,
  - i. Is determined you have violated a prohibition in paragraph (a.) of this grant term; or
  - ii. Has an employee who is determined by the agency official authorized to terminate the grant to have violated a prohibition in paragraph (a.) of this grant term through conduct that is either:
    - a) Associated with performance under this grant; or
    - b) Imputed to you using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by CNCS at 2 CFR Part 2200.

**2. Provisions applicable to a Sub-Grantee other than a private entity.** CNCS as the federal awarding agency may unilaterally terminate this grant, without penalty, if it-

- a. Is determined to have violated an applicable prohibition of paragraph (1.)(a.) of this grant term; or
- b. Has an employee who is determined by the agency official authorized to terminate the grant to have violated an applicable prohibition in paragraph (1.)(a.)(i.) of this grant term through conduct that is –
  - i. Associated with performance under this grant; or
  - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by CNCS at 2 CFR Part 2200.

**3. Provisions applicable to any Sub-Grantee.**

- a. You must inform the Commission and/or CNCS immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1.)(a.) of this grant term.
- b. CNCS's right to terminate unilaterally that is described in paragraph (1.) and (2.) of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this grant.

- c. You must include the requirement of paragraph (1.)(a.) of this grant term in any sub-grant you make to a private entity.

**4. Definitions.** For purposes of this grant term:

- a. "Employee" means either:
  - i. An individual employed by you or a Sub-Grantee who is engaged in the performance of the project or program under this grant; or
  - ii. Another person engaged in the performance of the project or program under this grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods; the recruitment, harboring, transportation, provisions, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
  - ii. Includes:
    - a) A non-profit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
    - b) A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

**K. CENTRAL CONTRACTOR REGISTRATION (CCR) AND UNIVERSAL IDENTIFIER REQUIREMENTS**

- 1. **Requirements for Central Contractor Registration (CCR):** Unless the Sub-Grantee is exempted from this requirement under 2 CFR § 25.110, the Sub-Grantee as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
- 2. **Requirement for Data Universal Numbering System (DUNS) Numbers:** If you make sub-awards under this award, you:
  - a. Must notify potential Program Sub-Grantee that no entity (see definition in paragraph 3 of this award term) may receive a sub-award from you unless the entity has provided its DUNS number to you.
  - b. May not make a sub-award to an entity unless the entity has provided its DUNS number to you.
- 3. **Definitions.** For the purpose of this award term:

- a. Central Contractor Registration (CCR) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- b. Data Universal Numbering System (DUNS) number means the nine-digit number established and assigned by Dunn and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-706-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - i. A Governmental organization, which is a State, local government, or Indian Tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization;
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec ----.210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations").
  - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Subrecipient means an entity that:
  - i. Receives a subaward from you under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), [eo@cns.gov](mailto:eo@cns.gov), or through [www.nationalservice.gov](http://www.nationalservice.gov).

5/1/2014

Date

  
Wendy Spencer, Chief Executive Officer