

**These Corporation for National and Community Service (CNCS) General Grant Terms and Conditions (General Terms and Conditions) are binding on the subrecipient.** By accepting funds under this award, the subrecipient agrees to comply with, and include in all awards and subawards, these Grant Terms and Conditions, the program-specific grant terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The subrecipient agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representatives made in support of the approved grant application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

## Table of Contents

<b>I. GOVERNING AUTHORITIES</b>	<b>2</b>
A. LEGISLATIVE AND REGULATORY AUTHORITY	2
B. OTHER APPLICABLE TERMS AND CONDITIONS	2
C. ORDER OF PRECEDENCE	2
<b>II. GENERAL TERMS AND CONDITIONS</b>	<b>3</b>
A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION	3
B. FINANCIAL MANAGEMENT STANDARDS	4
C. CHANGES IN BUDGET OR KEY PERSONNEL	4
D. PROHIBITED PROGRAM ACTIVITIES	5
E. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS	5
F. THE OFFICE OF THE INSPECTOR GENERAL	6
G. REPORTING OF FRAUD, WASTE AND ABUSE	6
H. WHISTLEBLOWER PROTECTION	7
I. LIABILITY AND SAFETY ISSUES	7
J. AWARD MONITORING	8
K. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE	8
L. AWARD PRODUCTS	9
M. SUSPENSION OR TERMINATION OF AWARD	9
N. TRAFFICKING IN PERSONS	10
O. CENTRAL CONTRACTOR REGISTRATION AND UNIVERSAL IDENTIFIER REQUIREMENTS	11
P. CONFLICT OF INTEREST	13
Q. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS	13
<b>III. ATTACHMENT</b>	<b>16</b>

**I. GOVERNING AUTHORITIES****A. LEGISLATIVE AND REGULATORY AUTHORITY**

This award is authorized by and subject to the National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 USC 4950 *et seq.*) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 USC §§6301-6308, and CNCS's implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and CNCS's implementing regulations, as applicable.

**B. OTHER APPLICABLE TERMS AND CONDITIONS**

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and CNCS's implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these requirements.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these CNCS General Terms and Conditions because they are required by specific laws or regulations. However, recipients are required to comply with all applicable requirements whether or not they are specifically referenced or discussed in these General Terms and Conditions.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

1. The Notice of Grant Award;
2. These General Terms and Conditions;
3. The Program Specific Terms and Conditions;
4. The OneStar Terms and Conditions;
5. The Notice of Funding Availability;
6. The recipient's approved application (including the final approved budget, attachments, and pre-award negotiations); and
7. Grant Certification and Assurances.

**C. ORDER OF PRECEDENCE**

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of Grant Award; (d) CNCS Program Specific Terms and Conditions, (e) CNCS General Terms and Conditions, (e) the Notice of Funding Opportunity, and (f) the approved Award Application including all assurances, certifications and attachments, and pre-award negotiations.

## II. GENERAL TERMS AND CONDITIONS

### A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION

1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of OneStar Foundation and CNCS. The recipient is accountable to OneStar Foundation for its operation of the program and the use of CNCS award funds. The recipient must expend award funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of OneStar on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgements and does not shift the responsibility for operating decisions to OneStar or CNCS.
2. **Subawards.** If authorized by CNCS, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass-through entities identified at 2 CFR §200.331 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR §200.331 and include, but are not limited to, the following:

- a. Clearly identify the subaward to the subrecipient as a subaward, and provide the information identified in 2 CFR §200.331(a)(1)-(6);
  - b. Evaluate subrecipients' risk of noncompliance in order to determine appropriate subrecipient monitoring;
  - c. Impose specific conditions on subawards if appropriate in accordance with 2 CFR §200.207;
  - d. Monitor subrecipient activities and compliance, which specifically includes those monitoring activities identified at 2 CFR §200.331(d)(1)-(3);
  - e. Utilize monitoring tools identified at 2 CFR §200.331(e)(1)-(3) if appropriate based on subrecipient risk;
  - f. Ensure subrecipients have single or program-specific audits when required under 2 CFR Part 200 Subpart F;
  - g. Where necessary, adjust its own records and financial statements based on audits; and
  - h. If appropriate, take enforcement action against noncompliant subrecipients in accordance with 2 CFR §200.338.
3. **Notice to OneStar and CNCS.** The recipient will notify the appropriate OneStar 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 award, or any suspected misconduct or malfeasance related to the award or subrecipient. OneStar will inform the CNCS Program or Grants Officer about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation.

**B. FINANCIAL MANAGEMENT STANDARDS**

1. **General.** The recipient must maintain financial management systems that comply with 2 CFR §200.302(b). The recipient's financial management system must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of the Uniform Guidance.
2. **Allowability of Cost.** To be allowable under an award, costs must meet the criteria of 2 CFR §200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally-financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double-charging of Federal awards (see 2 CFR §200.403(d) and §200.412).
3. **Cost Reporting.** Recipients financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to OneStar through the Periodic Expense Report (PER). Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. As part of its ongoing fiscal oversight of recipients, CNCS will be requesting randomly selected recipients to provide reports supporting their Federal cash disbursements (including supporting information for cash disbursements made by subrecipients). CNCS expects that recipients' and subrecipients' financial management systems to be able to produce those supporting reports on a routine basis.
4. **Audits.** Recipient organizations that expend \$750,000 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 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§200.333-200.337 and §200.331(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipients as required by 2 CFR §200 521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

**C. CHANGES IN BUDGET OR KEY PERSONNEL**

**All budget** and programmatic changes must comply with 2 CFR §200.308 – Revision of budget and program plans. 2 CFR §200.407 Prior written approval (prior approval) – provides an exhaustive list of those other items requiring OneStar and/or CNCS's advance approval. CNCS does not waive any of the

prior written approvals required under that section. In addition to the required prior approval for changes in key personnel identified in the budget, the recipient must also notify OneStar of any changes in any positions which are not included in the approved budget, but which involve leadership oversight of the activity under this award. The recipient must also notify OneStar of any change in the senior leadership of the recipient.

#### **D. PROHIBITED PROGRAM ACTIVITIES**

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of CNCS funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§12584a and 12634) and section 403 of the DVSA (42 U.S.C. §5043), and provisions by Congress in annual appropriations acts. More specific guidance on these prohibitions will be provided in CNCS's Specific Terms and Conditions and in other guidance.

#### **E. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS**

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. See 45 CFR §§2540.200-2540.207 and <http://www.nationalservice.gov/resources/criminal-history-check> for complete information and FAQs. The law requires recipients to conduct and document NSCHCs on any person (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend or education award through a program receiving CNCS funds. An individual is ineligible to serve in a position that receives such CNCS funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless CNCS has provided a recipient with a written exemption or written approval of an alternative search procedure, recipients must perform the following checks:

*All award-funded staff, national service participants, and volunteers must undergo NSCHCs that include:*

1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
2. Either:
  - a. A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; or
  - b. A fingerprint-based FBI criminal history check.

*Special Rule for Person's Serving Vulnerable Populations. Award-funded staff, national service participants, and volunteers with recurring access to vulnerable populations (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities) must undergo NSCHCs that include:*

1. A nationwide name-based check of the NSOPW; and
2. Both:

- a. A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; or
- b. A fingerprint-based FBI criminal history check.

You must retain adequate documentation that you completed the required NSCHC. Inability to demonstrate that you conducted a required criminal history check component, to include the NSOPW, as specified in the regulations, may result in sanctions, including disallowance of costs.

In addition, you must ensure that appropriate recipient staff receives annual training on NSCHC compliance, as specified by CNCS.

#### **F. THE OFFICE OF THE INSPECTOR GENERAL**

CNCS's Office of Inspector General (OIG) conducts and supervises independent 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 recipients, as well as legally required audits and reviews. The legally required audits include the annual financial statement audit, the Federal Information Security Management Act audit, and evaluating CNCS's compliance with the Improper Payments Elimination and Recovery Act (IPERA). A risk-based approach, along with input received from CNCS management, is used to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit, and can be reached at (202) 606-9390.

Recipients must cooperate fully with OIG inquiries by disclosing complete and accurate information pertaining to matters under investigation, audit or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

#### **G. REPORTING OF FRAUD, WASTE AND ABUSE**

Recipients must contact the OIG and their OneStar Grants Officer without delay when they first suspect:

1. Any criminal activity or violations of law has occurred, such as:
  - a. Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including CNCS personnel, grantees or contractors – even if no federal funds or property was involved;
  - b. Submission of a false claim or a false statement by any person in connection with any CNCS program, activity, grant or operations;
  - c. Concealment, forgery, falsification, or unauthorized destruction of government or program records;
  - d. Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
  - e. Any other misconduct in connection with operations, programs, activities, contracts, or grants; or



- f. Mismanagement, abuse of authority, or other misconduct by any CNCS personnel.
2. Fraud, waste, or abuse.
    - a. Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
    - b. Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to governmental resources.
    - c. Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached by email at [hotline@cncsoig.gov](mailto:hotline@cncsoig.gov) or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

**The recipient should take no further steps to investigate any suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.**

#### **H. WHISTLEBLOWER PROTECTION**

1. This award and employees working on this award 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 recipient 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 award, 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 award of CNCS) relating to a Federal contract or award, 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 award.
3. The subrecipient shall inform its employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/whistleblower-protection>.

#### **I. LIABILITY AND SAFETY ISSUES**

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

**J. AWARD MONITORING**

1. **Site Visits.** CNCS may make site visits to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.
2. **Desk reviews.** CNCS may conduct desk reviews to make limited verifications of recipient compliance with the terms of their award, conduct a review of the recipient's general management practices, and identify and practice or procedure that may require further scrutiny.
3. **Responding to information requests.** CNCS may from time to time request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Improper Payments Information Act of 2002, as amended. ***Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.***

**K. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE**

1. **Public Notice of Non-Discrimination.** The recipient 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 applicable to their program found at §§175 and 176(f) of the NCSA or §417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient 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, age, sex, 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 email address of the recipient) or*

*Office of Civil Right and Inclusiveness*

*Corporation for National and Community Service*

*1201 New York Avenue, NW*

*Washington, DC 20525*

*(800) 833-3722 (TTY and reasonable accommodation line)*

*(202) 565-3465 (FAX); eo@cns.gov (email)*

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals,



pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination 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 subrecipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.
3. **Records and Compliance Information.** The recipient must keep records and make available to CNCS timely, complete and accurate compliance information to allow CNCS to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§200.333-200.337 and §200.331(a)(5).
4. **Obligation to Cooperate.** The recipient must cooperate with CNCS so that CNCS can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by OneStar and CNCS during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.

#### L. AWARD PRODUCTS

1. **Sharing Award Products.** To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
2. **Acknowledgement of Support.** Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate program CNCS logo shall be included on such documents. The recipient is responsible for assuring that the following acknowledgement and disclaimer appears in any external report or publication of material based upon work supported by this award:

*“This material is based upon work supported by the Corporation for National and Community Service (CNCS) under 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, CNCS or the AmeriCorps Program.”*

#### M. SUSPENSION OR TERMINATION OF AWARD

CNCS may suspend or terminate this award in accordance with 2 CFR §§200.338 and 200.339 and applicable CNCS regulations and statutes. In addition, a recipient may suspend or terminate assistance to

one of its subrecipients in accordance with 2 CFR §§200.338 and 200.339, provided that such action complies with 2 CFR §200.341.

#### **N. TRAFFICKING IN PERSONS**

This award 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 recipient and your employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award.
  - b. CNCS as the Federal awarding agency may unilaterally terminate this award, without penalty, if it,
    - i. Is determined you have violated a prohibition in paragraph (a.) of this award term; or
    - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a.) of this award term through conduct that is either:
      - a) Associated with performance under this award; 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 Government-wide Debarment and Suspension (Non-procurement),” as implemented by our agency at 2 CFR Part 2200.
2. Provisions applicable to a recipient other than a private entity. CNCS as the federal awarding agency may unilaterally terminate this award, without penalty, if it-
  - a. Is determined to have violated an applicable prohibition of paragraph (1.) (a.) of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1.) (a.) (i.) of this award term through conduct that is-
    - i. Associated with performance under this award; 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 Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.
3. Provisions applicable to any recipient.

- a. You must inform CNCS immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1.)(a.) of this award term.
  - b. Our 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 award.
  - c. You must include the requirements of paragraph (1.)(a.) of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third part 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, provision, 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 nonprofit 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).

**O. CENTRAL CONTRACTOR REGISTRATION (CCR) AND UNIVERSAL IDENTIFIER REQUIREMENTS (REQUIRED PROVISION UNDER 2 CFR §285.220)**

1. Requirement for Central Contractor Registration (CCR): Unless you are exempted from this requirement under 2 CFR § 25.110, you 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 are authorized to make subawards under this award, you:
  - a. Must notify potential subrecipients that no entity (see definition in paragraph 3. Of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
  - b. May not make a subaward 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 Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) 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; and
    - 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 2 CFR 200, Subpart F, “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:
    - iv. Receives a subaward from you under this award; and
    - v. Is accountable to you for the use of the Federal funds provided by the subaward.

**P. CONFLICT OF INTEREST**

You must disclose in writing any potential conflict of interest to your OneStar Grants Officer. This disclosure must take place immediately. The CNCS conflict of interest policies apply to subawards as well as contracts, and are as follows:

1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
3. If you have a parent or affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

**Q. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (REQUIRED PROVISION UNDER 2 CFR §200.210(B)(III) FOR GRANTS AND COOPERATIVE AGREEMENTS OF \$500,000 OR MORE)**

1. **General Reporting Requirement**  
If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 USC 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.
2. **Proceedings About Which You Must Report**  
Submit the information required about each proceeding that:
  - a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;

- b. Reached its final disposition during the most recent five year period; and
  - c. Is one of the following:
    - i. A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
    - ii. A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
    - iii. An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more of reimbursement, restitution, or damages in excess of \$100,000; or
    - iv. Any other criminal, civil, or administrative proceeding if:
      - a) It could have led to an outcome described in paragraph 2.c.(i)(ii), or (iii) of this award term and condition;
      - b) It had a different disposition arrived at by consent or compromise with an acknowledgement of fault on your part; and
      - c) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.
3. Reporting Procedures
- Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.
4. Reporting Frequency
- During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.
5. Definitions
- For the purposes of this award term and condition:
- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.



- b. Conviction, for purposes of this award term and condition, means a judgement or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes –
  - 1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - 2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

**III. ATTACHMENT****Grant Program Civil Rights and Non-Harassment Policy**

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).

6/17/2015

Date

  
Wendy Spencer, Chief Executive Officer