



These OneStar Foundation AmeriCorps 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 OneStar 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 OneStar Terms and Conditions.

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I. DEFINITIONS

The following definitions apply to the entire Grant Award.

- A. **Application for Funding** means the final application approved by the Commission at the time of the grant award (including amendments).
- B. **Grant and Grant Award** means the Notice of Grant Award, the Grant Award Terms and Conditions, all attachments contained herein and all subsequent amendments.
- C. **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 Subrecipient and the Subrecipient and its Program Subrecipient, if applicable. This definition also includes interactions between the Subrecipient and an entity designated by the Commission for this purpose.
- D. **Commission** means the OneStar National Service Commission (also known as the recipient); 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/>
- E. **Corporation** means the Corporation for National and Community Service. The Corporation may be accessed at <http://www.cns.gov/>
- F. **Commission Policies** means any rule, directive, procedure, or other written requirement incorporated in this grant that are sufficiently binding on the Subrecipient to put the Subrecipient at risk of sanctions, penalties, or other negative actions for failure to adhere to them.
- G. **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>
- H. **Performance Measures** are measurable indicators of a program's performance as it relates to member service activities.
- I. **Scope of Work** for the purposes of this agreement includes the approved Application, Budget, and Notice of Grant Award.
- J. **Service Recipient** means a community beneficiary who receives a service or benefit from the service of AmeriCorps members.
- K. **Program Subrecipient** refers to an organization receiving AmeriCorps grant funds from a Subrecipient. The Program Subrecipient carries out in part or in whole, a National Service Program, described in the NCSA (42 U.S.C, 12572 (a)) and in accordance with federal requirements and the terms and conditions of this Grant.
- L. **Term of Service** means an AmeriCorps member's term of service, which is defined by OneStar as the federally mandated minimum hours required *in addition to* the duration of service and any other program-specific requirements that a member contractually committed to complete in order to successfully earn an education award as part of his or her signed Member Service Agreement (MSA). The duration of the Term of Service must fall within the Subrecipient's approved budget period.

Changes to a member's Term of Service requirements must be agreed upon in writing by both the member and Subrecipient but may not include changes to the federally mandated minimum hours. For OneStar-funded Subrecipient, any proposed changes to a member's duration of service or service dates must be clearly outlined and in alignment with the eligibility criteria and process described in OneStar's [Duration of Service Waiver](#) application form and approved in advance by OneStar for a member to successfully earn an education award.

II. GENERAL TERMS

- A. The Subrecipient agrees to provide services to the Commission as specified in the final Commission approved Application for Funding. The Subrecipient 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.
- B. The Subrecipient represents and guarantees that it possesses the legal authority to enter into, to receive the funds authorized by, and to perform the services the Subrecipient has obligated itself to perform, under this grant award.
- C. To the extent allowed by the Constitution and the laws of the State of Texas, the Subrecipient agrees to indemnify, defend, and save harmless the Commission, its officers, agents, contractors, and employees:
 1. 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
 2. from any and all claims and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the Subrecipient in the performance of this Grant Award.
- D. Both parties agree that all powers not explicitly vested in the Subrecipient by this Grant Award remain with the Commission.
- E. The Subrecipient must notify the Commission within ten (10) business days of the occurrence of any change in the Subrecipient's key personnel assigned to the grant project (Primary Fiscal contact, Primary Program contact or Legal Authorized Signatory), significant changes affecting the Subrecipient'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 Subrecipient.
- F. If any part of this Grant Award is held unenforceable, the rest of the Grant Award must nevertheless remain in full force and effect.
- G. 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.

III. CHANGES AND AMENDMENTS

- A. 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 will become effective on the date designated by such law or by regulation.

- B. Any changes, deletions, extensions, or amendments to this Grant Award must 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, will be invalid.

IV. PROGRAM SUBGRANTS, CONTRACTS, AND PARTNERSHIP AGREEMENTS

- A. The Subrecipient must identify to the Commission if it operates or intends to operate the AmeriCorps program as a sub-grant, contract, or partnership model, including the following types of structures: 1) Fiscal Agent/Sponsorship 2) Chapter Model 3) Intermediary/Consortium Model 4) Formal Subgrant Model 5) Fee for Service Contracts 6) or General Partnerships with multiple parties involved in grant administration and implementation.
- B. The Subrecipient must ensure that the performances rendered under all such program sub-grants, contracts, or partnership agreements are rendered in compliance with all the terms and conditions of this Grant Award as if the performances rendered were rendered by the Subrecipient.
- C. Should the Subrecipient enter into a subsequent sub-grant, contract, or partnership relationship and/or agreement with any third parties related to any of the performances hereunder (hereas referred to as “Program Subrecipients”), the Subrecipient must:
1. Remain liable for the performance of the terms, conditions, and attachments of this Grant Award.
 2. Provide to the Commission in advance a proposed contract (or like agreement) prior to execution regarding the Subrecipient’s intent to subgrant, contract, or partner with any third parties, including: the Program Subrecipient’s name, address, contact information, contract amount, program description, and proposed division of responsibilities for each sub-grantee, contractor, or partner to this Grant Award.
 3. Provide to the Commission, within thirty (30) calendar days of subgrant, contract, or partnership agreement execution, the Program Subrecipient’s name, address, contact information, contract amount, program description, agreed-upon division of responsibilities, and a copy of any written agreement(s) for each sub-grantee, contractor, or partner to this Grant Award.
 4. Exceptions to this requirement may be considered on a case-by-case basis and must be approved in advance by OneStar.
- D. The Subrecipient’s responsibilities extend to oversight of its subgrants, contracts, and/or partners and their financial and program duties as an agent of the Subrecipient under this Grant Award.
1. The Subrecipient must conduct monitoring and oversight activities on a routine basis, on site, virtually using electronic communications, or a combination of these approaches.
 2. The Subrecipient must document its oversight of its subgrants, contracts, and/or partners and these records must be made available to the Commission during the term of the grant and for as long thereafter as the Commission’s duties to CNCS require.
- E. Require through contract (or like) agreement that subgrants, contracts, and/or partners make all documents, papers, and records relevant to the work performed available to the Commission and/or CNCS or their duly authorized representative for examination, copying, or mechanical reproduction on

or off the premises of the subgrantee, subcontractor and/or partner in accordance with Section V of the OneStar Terms and Conditions.

- F. Require each of its subgrantees, subcontractors and/or partners to be subject to the examination and audit of the Commission or its duly authorized agents and must 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 Subrecipient as required in Section XV. Retention and Accessibility of Records of the 2016 OneStar Terms and Conditions; 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 Subrecipient's final expenditure report for the Program.

V. MONITORING AND EVALUATIONS

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

VI. ENFORCEMENT

- A. To assure Subrecipient adherence to Corporation and Commission policies, the Commission reserves the right to develop, publish, and apply a graduated schedule of enforcement actions.
- B. 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:
1. Verbal and/or written communication of the mitigating steps or actions requested by the Commission;
 2. Development and implementation of a corrective action plan. At the discretion of the Commission, technical assistance and/or training may result in additional requirements that are binding on the Subrecipient through a corrective action plan.

3. Formal notification to the Subrecipient's executive staff (individual(s) indicated as the Legal Authorized Signature in the submitted Authorized Representative Form) of the Subrecipient's failure to timely and appropriately respond to the Commission's request or directive;
 4. Formal notification to the Subrecipient's governance body (including but not limited to the Board of Directors, Department Chair, Executive Director, etc.) of the Subrecipient's failure to timely and appropriately address the Commission's request or directive;
 5. Withholding of some or all of a Subrecipient payment when the Subrecipient's non-compliance puts the Commission at risk of a Corporation financial penalty or sanction; and
 6. Suspension and/or Termination of the grant award, in whole or in part. **See also Section II.M of this grant award's 2016 General Terms and Conditions for additional requirements surrounding Suspension and Termination.**
- C. 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 Subrecipient in relation to performance standards, contractual deliverables, or enforcement actions, including a report card or similar high-level quantification of Subrecipient performance.
- D. The Subrecipient 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 Subrecipient. 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.
- E. The Commission must provide technical assistance to the Subrecipient 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.
- F. The Commission and the Subrecipient agree that opportunities for improvements in operational efficiency, financial accountability, member experience, program outcomes, or other relevant qualitative factors will be systematically pursued and implemented. When an opportunity is identified by the Commission through contract oversight activities, the Commission may request the development of a corrective action plan. A corrective action plan requested by the Commission is considered a contractual deliverable and is binding upon the Subrecipient 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.

VII. GENERAL FISCAL ADMINISTRATION

- A. The Subrecipient must maintain separate accounting records with identification of cash receipts and disbursements of funds under this Grant Award.
- B. 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.

- C. The Commission will not be liable to the Subrecipient for any excess or unspent funding obligations, and retains the right to unilaterally de-obligate such obligations.
- D. The Commission may obligate additional funds under this Grant Award or de-obligate funds previously obligated under this Grant Award.
- E. In the case of an additional obligation or de-obligation of funds, the Commission will provide written notification to the Subrecipient in the form of either a letter of notification or a grant award amendment.
- F. The Subrecipient understands and agrees that it will be liable to repay to the Commission any funds determined by either the Commission or the Subrecipient to be expended in violation of the terms of this Grant Award subject to the following conditions:
 - 1. The Subrecipient will be liable for such funds and must repay such funds even if a Program Subrecipient made the improper expenditure.
 - 2. If the Subrecipient 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 Subrecipient must notify the Commission no later than five (5) working days from this determination.
 - 3. All repayments made by the Subrecipient must be from non-federal funds.
 - 4. Failure to repay such funds within thirty (30) calendar days after demand may result in legal actions to recover such funds and/or additional costs, including allowable interest.
- G. The Subrecipient must 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 Subrecipient. Submission of the BLAR alone does not guarantee approval. **See also Section X of this grant award's 2016 Specific Terms and Conditions additional requirements surrounding Budget and Programmatic Changes.**

VIII. AUDITS

- A. Subrecipients must submit an independent audit and financial statements to the Commission nine months after the organization's fiscal year end.
- B. Subrecipients that are required to, must submit audits required under Office of Management and Budget Single Audit, to the Commission, nine months after the organization's fiscal year end.
- C. 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 must be conducted in accordance with applicable federal rules and regulations, grant award guidelines, and established professional standards and practices.
- D. The Subrecipient 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 Subrecipient 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 Subrecipient must ensure that this clause concerning the authority to audit funds received indirectly by any of the Program contractors or Program Subrecipients through the Program and the requirement to cooperate is included in any subcontract it awards.

IX. FIDELITY BOND OR CRIME POLICY

- A. The Subrecipient, unless it is an Institution of Higher Education or State/ Local Government Agency, must obtain a Fidelity Bond or Crime Policy equal to or greater than the grant award amount. If the Subrecipient's current coverage is lower than the grant amount, the Subrecipient must amend the coverage to reflect the grant amount. In addition, OneStar Foundation must be named as a third party loss payee.
 - 1. The Subrecipient 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 must cover the dishonest acts of all employees, volunteers, officers and directors.
 - 2. Subrecipient may obtain the necessary Bond through their general liability carrier, a major casualty insurance carrier, or a bonds specialty company.
- B. The Subrecipient must 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.
- C. If the Subrecipient Bond or Policy does not meet the criteria above, the Subrecipient 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 Subrecipient and also appropriate to the internal controls in place by the Subrecipient.

X. MATCHING REQUIREMENTS

- A. Subrecipients must refer to OMB Cost Principles 2 CFR Part 200, Subpart E for additional requirements related to allowable kinds and sources of match and match documentation requirements.
- B. Exception for Donated Professional Service. Because one purpose of this Grant is to enable and stimulate volunteer community service, the Subrecipient may not include the value of direct community service performed by volunteers. However, the Subrecipient 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.
- C. Match funds are the funds that Subrecipients are required to attain from other sources to provide additional support to this Program. Subrecipients must adhere to all approved budgeted match levels as stated in the Subrecipient's approved eGrants application unless prior written approval is granted by the Commission.
- D. Subrecipients 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.
- E. Subrecipients must 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 Subrecipients and operating sites. This information must be reported on the Federal Financial Report (FFR).

- F. Subrecipient match funds from private sources, including fees for service and program income, are subject to public reporting. Funds from private sources must be reported in the period they are earned.

XI. PROGRAM INCOME

- A. 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 Subrecipient to utilize the addition method for program income. Under the addition method, a Subrecipient would request approval to add on an activity that would enlarge or enhance its activities under the purposes and conditions of this grant agreement. Subrecipients must request and gain approval from OneStar prior to utilizing program income in this manner.
- B. Program income must be accounted for, reported and expended by the Subrecipient in the budget period in which it is earned except with prior approval by OneStar.
- C. Subrecipients must disburse program income, and interest earned on such funds before requesting additional cash payments of federal funds.
- D. **See also Section II.M of this grant award's 2016 General Terms and Conditions additional requirements surrounding Suspension and Termination.**

XII. PAYMENT OBLIGATIONS

- A. In consideration of the Subrecipient's full and satisfactory performance as specified in the Application for Funding, the Commission agrees to pay the Subrecipient in an amount equal to the actual allowable costs incurred by the Subrecipient, not to exceed the amount awarded to the Subrecipient 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.
- B. Requests for reimbursement may be submitted to the Commission as frequently as semi-monthly and as infrequently as quarterly. 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 must only cover that portion of the calendar quarter encompassed by the Budget Period of the grant.
1. Requests for reimbursement must be received by the Commission within 30 calendar days of the end of the period covered by the request.
 2. Payments will be made chronologically based on the period covered.
- C. The Subrecipient must submit requests for reimbursement on an accurately completed Commission Periodic Expense Report, prepared on the Subrecipient'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 Subrecipient, the Subrecipient must include under Corporation share Section III on each Periodic Expense Report the appropriate amount for Commission Fixed Amount.
1. Subrecipients are required to submit information pertaining to the expenditures of non-Corporation funds used as match including all fee for services under this grant.

- D. The Commission will 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.
- E. The Commission will not be liable to the Subrecipient for costs incurred and/or performances rendered by the Subrecipient 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 VI. Enforcement of this grant award's 2016 OneStar Terms and Conditions and Section II.M of this grant award's 2016 General Terms and Conditions surrounding Suspension and Termination, unless specifically approved in writing by the Commission.
- F. The Commission will not be liable for any costs incurred by the Subrecipient in the performance of this Grant Award which have not been billed to the Commission within thirty (30) calendar days following the expiration or termination of this Grant Award, unless otherwise stated by the Commission.
- G. The Commission will make funds available within thirty (30) calendar days as reimbursements to the Subrecipient upon receipt by the Commission of a proper and verified statement of current allowable costs in accordance with 2 CFR 200.305 (b)(3).

XIII. RIGHTS IN DATA

- A. Excluding copyrighted, licensed and public domain software, the Subrecipient 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.
- B. 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.
- C. The Subrecipient has the responsibility to obtain from the Program Subrecipients all data and rights therein necessary to fulfill the Subrecipient's obligations to the Commission under this Grant Award. If a Program Subrecipient refuses to accept terms affording the Commission such rights, the Subrecipient must promptly bring such refusal to the attention of the Commission.

XIV. DISASTER PREPAREDNESS, RESPONSE AND RECOVERY

OneStar Foundation requires the availability of AmeriCorps Texas members to acquire basic skills in, and to provide assistance with, disaster preparedness, response and recovery as needed by the State of Texas. Waivers to this requirement will be considered on a case-by-case basis for programs that can demonstrate that this requirement would cause undue hardship or be otherwise unreasonable for reasons related to specific program design (for example, programs designed to enroll members who are under the age of 18 or who are full-time students).

Program Level: OneStar-funded AmeriCorps programs are required to provide basic training to all members on disaster preparedness, response, or recovery on an annual basis. They may do so by partnering with local (city/county) emergency managers, members of their local or state VOADs (Voluntary Organizations Active in Disaster), the Texas Division of Emergency Management (TDEM), or similar agencies. Programs may also elect to provide additional training in a specific disaster focus area

(for example, volunteer and/or donations management, mass care/shelter operations, etc.). OneStar can provide referrals to knowledgeable disaster trainers or agencies, as needed. OneStar may also offer opportunities to AmeriCorps members and program staff to receive additional, in-depth disaster training in order to develop an AmeriCorps Texas Disaster Cadre network to better support the State of Texas during times of disaster.

Local & State Level: OneStar serves as the primary point of contact for national service resources in Texas in times of disaster and may receive requests for assistance from a local Emergency Management Coordinator, County Judge, Texas Division of Emergency Management (TDEM), Texas VOAD, or other nonprofit or governmental partner in the event of a major disaster. If OneStar receives such a request, OneStar may require AmeriCorps programs to provide up to 10% of their members to support disaster preparedness, response, and/or recovery needs. Examples of activities members may be asked to provide may include establishing volunteer reception centers, managing teams of volunteers, distributing supplies and/or donations, or cleaning up and removing debris.

National Level: If OneStar-funded AmeriCorps programs would like to participate in an out-of-state disaster response, a request must be submitted to OneStar for review prior to deployment. In addition, any Mission Assignment requests from the Corporation for National and Community Service to your program must be approved by OneStar prior to accepting the assignment.

In the event of a local (e.g. County), state (e.g. Office of the Governor), or federal disaster declaration (e.g. Federal Emergency Management Agency), OneStar may request AmeriCorps members to temporarily deploy to an affected area to participate in response or recovery operations for up to 60 days. If such a situation occurs, OneStar will make every attempt to not disrupt members' primary service activities. If members are deployed at OneStar's request, service hours spent in response to that event may be counted towards the total required member hours of a given member. Members will spend no more than 120 days on disaster-related activities in a given member year without the prior consent of the OneStar Foundation unless otherwise specified in the program's approved grant and program design (in the case of programs within the Disaster Services Focus Area).

If such a deployment were to occur outside the Subrecipient's approved program design, OneStar will work with the Subrecipient to modify existing grant performance outcomes to reflect the deployment(s) as appropriate and to the extent possible.

XV. RETENTION AND ACCESSIBILITY OF RECORDS

- A. The Subrecipient must 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 must not be interpreted to require maintenance of multiple exact duplicate copies of any record or document.
- B. The Subrecipient's employee and applicant records must be maintained in a confidential manner, in compliance with the Federal Privacy Act of 1974, as amended.
- C. The Subrecipient must 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 Subrecipient 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 must be retained until the discrepancy is resolved and final action is taken.

- D. The Subrecipient must 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 Subrecipient must cooperate with any examination conducted pursuant to this section. Such rights of access and examination are granted to (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 (as applicable).
- E. The Commission will 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 must continue as long as the records are retained by the Subrecipient.

XVI. TRAINING AND EVENTS

- A. The Subrecipient must 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 Subrecipient’s performance record.
- B. The Subrecipient must send the Primary Program and Primary Fiscal contacts as designated in the Authorized Representative Form (ARF) to all mandatory trainings and events, unless otherwise noted below. If the Primary contacts are unavailable to attend a mandatory training or event, Subrecipients may propose to send a Secondary Program or Fiscal contact in their place as substitutes, as deemed appropriate by OneStar. Substitute attendees for mandatory events must be approved in advance by OneStar Grants Officers. Details on events will be disseminated as the Commission obtains additional information.
- C. Following is the list of 2016-2017 training events for OneStar Subrecipients:

Date	Training Event	Location	Attendance Expectation
October 7, 2016	AmeriCorps Opening Day & Swearing In	Austin, TX (regional and virtual participation opportunities available)	Mandatory
Summer/Fall 2016	Disability Inclusion Workshop	Austin, TX	Optional but Strongly Encouraged
September 2016 & April 2017 <i>(select only one to attend)</i>	National Service Safety Stand Down	Virtual (Webinar)	Optional but Strongly Encouraged for Members and Program Staff
Winter/Spring 2017	Texas Evaluation Institute	Austin, TX	Mandatory for Primary Program Staff listed on the

			AmeriCorps ARF or a qualified substitute who is knowledgeable of and involved with the AmeriCorps program's evaluation efforts (<i>substitutes must be approved in advance by your assigned OneStar Grants Officer-Program</i>)
Winter/Spring 2017	AmeriCorps Texas Grantee Meeting	Austin, TX	Mandatory for Primary Program and Fiscal Staff listed on the AmeriCorps ARF
Spring 2017 & July 2017 <i>(select only one to attend)</i>	New AmeriCorps Staff Orientation	Austin, TX	Mandatory for any Primary Fiscal and Program Staff listed on the AmeriCorps ARF within the first year of being assigned as a Primary contact on or after of August 2015.
Monthly (Varies)	Commission Sponsored Conference Calls (<i>alternating between individual program monthly calls and OneStar-wide Updates from the Field calls</i>)	Virtual <i>(via phone)</i>	Mandatory
June 19-21, 2017	Points of Light Conference on Volunteering and Service	Seattle, WA	Optional but Strongly Encouraged

D. Mandatory events require full participation. Failure to participate fully in mandatory events will become part of the Subrecipient performance report and will result in the issuance of a Notice of Noncompliance. Full participation is defined by:

1. Participants attend all scheduled sessions (plenary and breakout) in full (from scheduled start to end time);
2. Participants are actively engaged in all sessions (plenary and breakout) and activities;
3. Participants maximize all opportunities for learning, sharing and networking; and
4. Subrecipients must be responsible for all materials presented. OneStar will provide sufficient notice to Subrecipients regarding the content of any events such that the subrecipient may ensure that the appropriate staff person is in attendance.

E. The Subrecipient must 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 must provide a reasonable amount of advance notice, in consideration of the nature of the required participation. Failure to participate in full as required will become part of the Subrecipient performance record and will result in the issuance of a Notice of Noncompliance.

XVII. REPORTING REQUIREMENTS

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

- A. **AmeriCorps Progress Reports (APR).** Subrecipients must 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 13, 2017	Start of grant through March 31
11:59:59 PM CST, 30 calendar days after grant period ends <i>For example, for grants ending on July 31, 2017, the final APR will be due on August 30, 2017.</i> <i>For grants ending on August 31, 2017, the Final APR will be due on September 30, 2017.</i>	Start of grant through end of budget period.

A Subrecipient with a budget period that ends after August 31 will be required to submit a final APR 45 calendar days after the budget period end date.

- B. **Federal Financial Reports (FFR).** The Subrecipient must complete and submit financial reports in the appropriate electronic system to report the status of all funds. The Subrecipient 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 13, 2017	Start of grant through March 31
11:59:59 PM CST, 30 calendar days after grant period ends <i>For example, for grants ending on July 31, 2017, the final FFR will be due on August 30, 2017.</i> <i>For grants ending on August 31, 2017, the Final FFR will be due on September 30, 2017.</i>	Start of grant through end of budget period.

A Subrecipient with a budget period that ends after August 31 will be required to submit a final FFR 45 calendar days after the budget period end date.

- C. **Reporting Other Federal Funds.** The Subrecipient must 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 must be reported annually on the final financial report. Fixed Amount grantees are not required to report this information.
- D. **Requests for Extensions.** Each Subrecipient 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 Subrecipient, and 2) The Commission receives a written request explaining the need for an extension before the due date of the report.

- E. The Subrecipient must 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 must provide a reasonable time of response, in consideration of the nature and availability of the information requested.
- F. Failure to submit any report or document in full as required will become part of the Subrecipient performance record and will result in the issuance of a Notice of Noncompliance.