

**CORPORATION FOR NATIONAL AND COMMUNITY
SERVICE**

**NATIONAL SERVICE AND CIVIC ENGAGEMENT
RESEARCH COMPETITION**

**GRANT AND COOPERATIVE AGREEMENT
TERMS AND CONDITIONS**

(CFDA No. 94:026)

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2015
GRANT AND COOPERATIVE AGREEMENT
TERMS AND CONDITONS
Effective July 31, 2015

***For the 2015 National Service and Civic Engagement Research Competition Recipients, all of the below General and program Specific Terms and Conditions for CNCS grants apply. These are more detailed than the General Terms and Conditions found in eGrants. This complete set of Terms and Conditions has precedence.* Where there is a conflict between the General Terms and Conditions and the Program Specific Terms and Conditions below, the Specific Terms and Conditions control.**

These Corporation for National & Community Service (CNCS) Grant Terms and Conditions are binding on the recipient. By accepting funds under this award, the recipient agrees to comply with, and include in all awards and subawards, these General Grant Terms and Conditions, the program-specific grant terms and conditions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The recipient 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. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these Terms and Conditions.

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SECTION ONE: GENERAL TERMS AND CONDITIONS

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, as applicable, and CNCS's implementing regulations.

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 regulations at 2 CFR Part 2205. Awardees must read and understand these requirements because they are responsible for implementing all of them.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, 2 CFR Chapter I, those cited in these Grant Terms and Conditions and program specific terms and conditions, and the Grant Assurances and Certifications.

In addition to the applicable statutes and regulations referred to above, the recipient must perform its grant or cooperative agreement consistent with the requirements stated in:

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

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 and Signature Page; (d) CNCS Program Specific Terms and Conditions, (d) CNCS General Terms and Conditions, (e) the Notice of Funding Opportunity, and (f) the approved Grant Application including all assurances, certifications, 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 CNCS. The recipient is accountable to CNCS 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 CNCS on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to CNCS.
2. **Subawards.** If authorized by CNCS, a recipient may make subawards in accordance with the requirements set forth in 2 CFR Parts 200 and 2205. 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:

(1) clearly identify the subaward to the subrecipient as a subaward, and provide the information identified at 2 CFR §200.331(a)(1)-(6); (2) evaluate subrecipients' risk of noncompliance in order to determine appropriate subrecipient monitoring; (3) impose specific conditions on subawards if appropriate in accordance with 2 CFR §200.207; (4) monitor subrecipient activities and compliance, which specifically includes those monitoring activities identified at 2 CFR §200.331(d)(1)-(3); (5) utilize monitoring tools identified at 2 CFR §200.331(e)(1)-(3) if appropriate based on subrecipient risk; (6) ensure subrecipients have single or program-specific audits when required under 2 CFR Part 200 Subpart F; (7) where necessary, adjust its own records and financial statements based on audits; and (8) if appropriate, take enforcement action against noncompliant subrecipients in accordance with 2 CFR §200.338.

3. **Notice to CNCS.** The recipient will notify the appropriate CNCS Program or 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 recipient. The recipient will inform the CNCS program 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 which must comply with 2 C.F.R. 200.302(b). The recipient's financial management systems 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 2 CFR Part 200 and CNCS's implementing regulation at 2 CFR Part 2205.

2. **Allowability of Costs.** 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. **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 subrecipient as required by 2 C.F.R. § 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.
4. **Indirect Cost Rates.** Indirect cost rate requirements are located at 2 CFR § 200.414 and 2 CFR Part 2205. Reimbursement for indirect costs, general and administrative costs, overhead, or any similar cost rate type agreement, will be at the rate(s) and on the base(s) specified in the approved award budget. These amounts are subject to finalization by the cognizant federal agency for indirect costs, which may be CNCS. Any provisional rate(s) is subject to downward adjustment only under this award. Accordingly, final approved rate(s) charged to this award may not exceed the maximum provisional rate(s). If the cognizant federal agency does not approve a final rate, then the maximum provisional rate will be considered the final rate.
5. **Payments under the Award.** Payments under this award are subject to 2 CFR § 200.305. Recipients access funds through the Payment Management System and can draw down funds as they need them. However, recipients must ensure they are following the requirements at 2 CFR § 200.305 which limits funds drawn down to amounts needed to

meet immediate cash needs. Pass-through entities must follow 2 CFR § 200.305 requirements for their subrecipients.

For non-Federal entities other than states:

- a. **Advance Payments.** The recipient or subrecipient will receive advance payments of award funds provided the recipient meets the financial management standards specified in 2 CFR §200.302.
- b. **Immediate Cash Flow Needs.** The amount of advance payments requested by the recipient must be based on actual and immediate cash needs in order to minimize federal cash on hand, in accordance with policies established by the U.S. Department of the Treasury in 31 CFR Part 208.
- c. **Discontinuing Advance Payments.** If a recipient or subrecipient does not minimize the time elapsing between the receipt of the cash advance and its disbursement, CNCS may, after providing due notice to the recipient, discontinue the advance payment method and allow payments by reimbursement.
- d. **Interest-Bearing Accounts.** The recipient or subrecipient must deposit advance funds received from CNCS in federally-insured, interest bearing accounts. The exceptions to this requirement are:
 - i. the non-federal entity receives less than \$120,000 in federal awards per year;
 - ii. The best reasonably available account would not be expected to earn interest in excess of \$500 per year on federal cash balances; or
 - iii. The required minimum balance is so high that it would not be feasible within expected federal and non-federal cash resources; or
 - iv. A foreign government or banking system prohibits or precludes interest bearing accounts.

Earned interest must be remitted annually to HHS-PMS, Rockville, MD 20852. Recipients may keep up to \$500 of interest per year to offset administrative expenses.

For states:

Payments are governed by Treasury-State CMIA agreements and default procedures codified at 31 CFR Part 205 and TFM 4A-2000 Overall Disbursing Rules for All Federal Agencies.

C. BUDGET AND PROGRAMMATIC CHANGES

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 CNCS's advance approval. CNCS does *not* waive any of the prior written approvals required under that section.

1. Programmatic Changes

The recipient must first obtain the prior written approval, as evidenced by a written award amendment, of the respective program office before making the following changes:

- a. Changes in the scope, objectives or goals of the recipient's program, whether or not they involve budgetary changes;
- b. Entering into subawards for activities funded by the grant or cooperative agreement which had not been previously identified or included in the approved application, budget or plan;
- c. Change in a key person specified in the application or the Federal award; and/or
- d. The disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project, by the approved project director.

2. Budgetary Changes

The Recipient must obtain the prior written approval of CNCS's Office of Grants Management before amending the approved budget in any of the following ways:

- a. Specific Costs Requiring Prior Approval before Incurrence under the Uniform Guidance and CNCS's implementing regulation (2 CFR Part 200 and Part 2205). For certain cost items, the Uniform Guidance requires approval of the awarding agency for the cost to be allowable. A list of these can be found at 2 CFR §200.407 – Prior written approval (prior approval).
- b. The transfer of funds budgeted to other categories of expenses from participant support costs, which are direct costs for items such as stipends or subsistence allowances, travel allowances, and registration fees paid to or on behalf of participants or trainees (but not employees) in connection with conferences, or training projects.
- c. Unless described in the application and funded in the approved Federal awards, the subawarding, transferring or contracting out of any work under this award that is not for supplies, material, equipment or general support services. This does not include the selection of subrecipients as required in these terms and conditions or any contracting previously identified in the budget, such as contracting for the required evaluation.
- d. Changes in the amount of approved cost-sharing or matching provided.
- e. For those awards where the Federal share exceeds the Simplified Acquisition Threshold (set by 48 C.F.R. Subpart 2.1), cumulative changes to budget line items that are expected to or do amount to 10 percent or more of the total budget, as last approved by CNCS, must be approved in writing in advance by CNCS. The total

budget includes both CNCS and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget. Currently, the Simplified Acquisition Threshold is \$150,000, but it is periodically adjusted for inflation. 48 C.F.R. Subpart 2.1 will have the current amount.

The recipient may also seek prior written approval on the allowability and allocability in advance of the incurrence of special or unusual costs under 2 C.F.R. §200.407. This prior written approval should include the timeframe or scope of the agreement.

3. NOTIFICATION OF STAFFING AND MANAGEMENT CHANGES BEYOND KEY PERSONEL IDENTIFIED IN THE BUDGET

In addition to the required prior approval for changes in key personnel identified in the budget, the recipient must also notify CNCS 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 CNCS 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 section 174 of the NCSA (42 U.S.C. §12634) and § 403 (Political Activities) of the DVSA (42 U.S.C. §5043). This includes providing religious instruction, conducting worship services or engaging in any form of proselytization; assisting, promoting, or deterring union organizing; financing, directly or indirectly, any activity designed to influence the outcome of an election to Federal office or the outcome of an election to State or local office. This also includes financing, directly or indirectly, any activity designed to influence the outcome of an election to Federal office or the outcome of an election to State or local office, or any voter registration activity, or to pay the salary of any officer or employee of CNCS who engages in such an activity in an official capacity.

In addition, the recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of CNCS funds in § 403 (Political Activities) of the DVSA (42 U.S.C. §5043).

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. 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 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
 - A fingerprint-based FBI criminal history check.

Special Rule for Persons 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 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; and
 - A fingerprint-based FBI criminal history check.

See 45 C.F.R. § 2540.200–§ 2540.207 and <http://www.nationalservice.gov/resources/criminal-history-check> for complete information and FAQs.

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.

F. 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 recipients, 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 recipients and awards 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 CNCS recipients that become aware of suspected criminal activity or fraud, waste, and abuse in connection with the CNCS-funded program. 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 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.

Recipients must cooperate fully with OIG inquiries by disclosing complete and accurate information pertaining to matters under investigation 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 immediately contact the OIG and their program officer when they first suspect that:

1. A criminal violation has occurred (see 18 U.S.C. Part I for more information on criminal conduct. <http://www.gpo.gov/fdsys/pkg/USCODE-2012-title18/html/USCODE-2012-title18-partI.htm>), such as:
 - a. Criminal fraud.
 - b. Theft or embezzlement.
 - c. Forgery.
 - d. Corruption, bribery, kickbacks, or acceptance of illegal gratuities or extortion.
2. Actual or suspected fraud, waste, or abuse has occurred.
 - a. Fraud occurs when someone 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 government 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.

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 recipient 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. SITE VISITS

CNCS reserves the right to 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.

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 recipient 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 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 Grant Products.** To the extent practicable, the recipient agrees to make final products produced under the 2015 award available at the cost of reproduction to others in the field.
2. **Acknowledgment 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 acknowledgment 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 relevant CNCS 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 – Opportunities to object, hearings and appeals.

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. We as the federal awarding agency may unilaterally terminate this award, without penalty, if it,
 - i. Is determined you have violated a prohibition in paragraph N. 1. (a.) during 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. We 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 us 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 sub recipient 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

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 sub recipients 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 purposes 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 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.

P. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$25,000 or More)

Reporting Subawards and Executive Compensation:

1. Reporting of first-tier subawards.

- a. Applicability. Unless you are exempt as provided in paragraph 4, below, you must report each action that obligates \$25,000 or more in Federal funds for a subaward to an entity (see definitions in paragraph 5. of this award term).
- b. Where and when to report.
 - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsrc.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
- a. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
 - i. the total Federal funding authorized to date under this award is \$25,000 or more;
 - ii. in the preceding fiscal year, you received--
 - (a.) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in paragraph (2.) (a.) of this award term:

- i. As part of your registration profile at <https://www.sam.gov/portal/public/SAM/>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.
3. Reporting of Total Compensation of Subrecipient Executives.
 - a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
 - i. in the subrecipient's preceding fiscal year, the subrecipient received--
 - (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
 - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
 - b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
 - a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
5. Definitions. For purposes of this award term:
 - a. Entity means all of the following, as defined in 2 CFR Part 25:
 - 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.

- b. Executive means officers, managing partners, or any other employees in management positions.
- c. 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 or a subrecipient considers a contract.
- d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
- e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR § 229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
 - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
 - v. Above-market earnings on deferred compensation which is not tax-qualified.
 - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

Q. CONFLICT OF INTEREST

You must disclose in writing any potential conflict of interest to your CNCS Program Officer, or to the pass-through entity if you are a subrecipient or contractor. 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, 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.

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, or through www.nationalservice.gov.

5/1/2014

Date


Wendy Spencer, Chief Executive Officer

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I. STATUTORY AUTHORITY

This award is authorized by and subject to Subtitle H – Investment for Quality and Innovation, Part III – National Service and Civic Engagement Research Competitions Pilot Program, Section 198K (Funds) of the National and Community Service Act of 1990, as amended by the Serve America Act (the “NCSA”), 42 U.S.C. §12653(d) and by the Federal Grant and Cooperative Agreement Act (FGCAA), 31 USC §§6301-6308. Other authorities are outlined in the General Terms and Conditions.

II. NATIONAL SERVICE AND CIVIC ENGAGEMENT RESEARCH COMPETITION SPECIFIC TERMS AND CONDITIONS

A. DEFINITIONS- For this Cooperative Agreement the following definitions apply:

1. **Application** means all information and materials (including all assurances and certifications, the proposed budget as approved by CNCS, or any information incorporated by reference) submitted by the Awardee in CNCS’s eGrants system in response to the Notice of Federal Funds Availability, including any amendments or modifications to the information and materials made in response to any CNCS request for clarification. Copies of the assurances and certifications agreed to in the eGrants system are included for reference as appendices to these Terms and Conditions.

2. **Awardee** means the direct recipient of this award under section 198k of the NCSA (42U.S.C. 12653k).

3. **National service** means a structured opportunity for individuals to serve their communities for an extended period of time through volunteering with or without a stipend. CNCS is the largest supporter of national service, though other avenues for national service exist and this competition is not exclusive to opportunities funded by CNCS.

4. **Civic infrastructure** means the “invisible structures and processes through which the social contract is written and rewritten in communities,” “the formal and informal processes and networks through which communities make decisions and solve problems” , or “the network that exists among local groups such as community development corporations (CDCs), foundations, other nonprofits, local governments, public housing authorities, businesses, and voluntary associations” .

5. **Civic engagement** means a cluster of individual efforts and activities oriented toward making “a difference in the civic life of ... communities and developing the

combination of knowledge, skills, values and motivation to make that difference. It means promoting the quality of life in a community, through both political and non-political processes.”

B. ROLES AND RESPONSIBILITIES OF THE AWARDEE

1. General

The Awardee must perform the activities supported by this Cooperative Agreement in compliance with the statutes, regulations and administrative authorities cited or referred to in these Terms and Conditions, in conformance with its approved Application (including the approved budget), and consistent with any approvals or directions provided by CNCS in the course of carrying out the Cooperative Agreement. The Awardee is legally accountable to CNCS for the use of award funds and is bound by the provisions of the award.

2. National Service Criminal History Check Requirements

CNCS has determined that the National Service Criminal History Check Requirements as set forth under the General Terms and Conditions, paragraph 3. E. above, are not applicable to this Research grant competition and that awardees need not fulfill that requirement to be in compliance with the responsibilities under this Cooperative Agreement.

3. Affiliation with CNCS and with the National Service and Civic Engagement Research Competition

a. **Identification as a CNCS funded research project.** The awardee must identify the research project as a CNCS-funded research project. All publications, conference presentations, or other dissemination activities related to the project funded by the National Service and Civic Engagement Research Competition must explicitly state that the project is funded by CNCS.

b. To publicize the relationship between the research project and CNCS, the awardee must use one of the following phrases when describing their project: “a research project funded by the Corporation for National and Community through the National Service and Civic Engagement grant competition” or “a proud recipient of grant funding from the Corporation for National and Community Service as a result of the National Service and Civic Engagement grant competition.”

c. The awardee may not use or display the CNCS name or logo in connection with any

activity prohibited in these provisions, or if the activity is not funded by this grant or is not prohibited in these provisions, the awardee may not use or display the CNCS name or logo unless they have received written permission to do so from the CNCS Office of External Affairs.

C. ROLES AND RESPONSIBILITIES OF CNCS

Performance under this Cooperative Agreement is subject to the general oversight and monitoring of CNCS. Additional substantial involvement of CNCS will include:

1. Research Plans

a. Reviewing and approving the Awardee's work plan and final research plan for carrying out the research project.

2. Convening of Awardees

a. Convening awardees to discuss projects and share feedback with one another. The convenings may include CNCS staff and external experts identified by CNCS and the awardees.

3. Access to CNCS data and Program Staff

a. Facilitating access to CNCS data sources that are publicly available and reasonable to obtain.

b. Facilitating access to CNCS program staff relevant to the awardees' research projects, in a manner that is reasonable and not overly-burdensome on CNCS staff.

c. CNCS is under no obligation to provide access to data or staff if such access is not feasible or deemed overly costly by CNCS.

4. Dissemination of Research Project Results

a. CNCS may decide to disseminate the results of awardee research projects, either in a report produced by awardees, or material produced by CNCS based on the report.

b. CNCS will provide feedback for final product under the 2015 award.

D. NOTIFICATION OF STAFFING AND MANAGEMENT CHANGES

Within 5 business days, the Awardee must notify CNCS of any change in the staffing of any key position included (in whole or in part) as a cost in the award budget. This

requirement applies regardless of whether the position is included in the federal or matching cost portions of the budget. The Awardee must also notify CNCS 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 Awardee must also notify CNCS of any change in the senior leadership of the Awardee.

E. REPORTING REQUIREMENTS

1. Recipient Reports

1. Each awardee will deliver to the CNCS Program officer identified an initial workplan by October 15, 2015. The workplan will set forth the process to be used to fulfill the grant requirements by the date such requirements are called for, to include milestones within the process that confirm the workplan is being met.
2. Each awardee shall provide the CNCS Program officer identified a research proposal/plan by December 1, 2015 that can be shared with the other grantees at our December 15, 2015, grantee meeting. Such proposal/plan should include an updated workplan referred to in paragraph E. 1. above.
3. Each awardee shall submit an initial draft report (no more than 25 pages double spaced) to the CNCS Program officer identified. This report shall constitute preliminary findings based on the research performed by that date. This draft report will be due for the period ending June 30, 2016 by July 30, 2016, and will be reviewed by CNCS within 30 days. The final report of the initial research performed in the first year of the grant will be due for the period ending September 30, 2016 by October 30, 2016 and will address any comments offered by CNCS in the review of the draft submitted before July 30, 2016.
4. If applicable, Awardees understand and agree that in subsequent continuation years of the grant, there will be reporting requirements that will be similar to, but may not match exactly, the reporting requirements set forth in paragraphs E. 1 – 3 above. Awardees receiving continuation grants in years 2 and 3 agree to comply with the then current reporting requirements.

2. Financial Reports

The Awardee must submit semi-annual cumulative Federal Financial Reports (FFR), summarizing expenditures during the reporting period. These reports will be submitted timely through the appropriate electronic system. At the discretion of CNCS, the FFR deadlines are as follows:

Due Date	Reporting Period Covered
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Year 1 of Cooperative Agreement	
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April 30	Start of Award through March 31
October 31	April 1 through September 30
Years 2-5 of Cooperative Agreement	
April 30	October 1 through March 31
October 31	April 1 through September 30

All Awardees must also submit an FFR - Cash Transactions Report on a quarterly basis to the Department of Health and Human Services Payment Management System per the Electronic Funds Transfer Agreement.

3. Requests for Extensions

Requests for extensions of reporting deadlines will be granted when 1) the report cannot be furnished in a timely manner for reasons legitimately beyond the control of the Awardee; and 2) CNCS receives a written request explaining the need for an extension before the due date of the report. Extensions of deadlines for financial reports may only be granted by the Office of Grants Management, and extensions of deadlines for Progress Reports may only be granted by the Office of Research & Evaluation or another office deemed appropriate by CNCS.

4. Final Financial Report

An Awardee completing the final year of its Cooperative Agreement must submit, in lieu of the last semi-annual financial report, a final financial report, this report is due no later than 90 days after the end of the Cooperative Agreement.

F. COOPERATIVE AGREEMENT PERIOD AND INCREMENTAL FUNDING

For the purpose of National Service and Civic Engagement Cooperative Agreements, a project period is the complete length of time an Awardee is proposed to be funded to complete approved activities under the agreement. 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 an Awardee's approved activities and budget.

Unless otherwise specified, the Awardee's Cooperative Agreement covers a three (3) year project period, contingent upon the availability of funding and compliance by the awardee with the Cooperative Agreement. Additional funding is contingent upon satisfactory performance as determined by CNCS and the availability of funds. The project period and

the budget period are noted on the Notice of Grant Award.

G. SITE VISITS

CNCS reserves the right to make site visits to review and evaluate Awardee and sub-awardee records, activities, organizational procedures and financial control systems; to conduct interviews; to request additional information; and to provide technical assistance as necessary.

III. Appendices

ASSURANCES

As the duly authorized representative of the applicant, I assure, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686). which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of

project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

CERTIFICATIONS

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission or any of the offenses listed in § 180.800(a); or
- Has had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Definitions

The terms “debarment”, “suspension”, “excluded”, “disqualified”, “ineligible”, “participant”, “person”, “principal”, and “voluntarily excluded” as used in this document have the meanings set out in 2 CFR Part 180, subpart I, “Definitions.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR part 180 subpart B, “Covered Transactions.”

- Assurance requirement for subgrant agreements**
You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.
- Assurance inclusion in subgrant agreements**
You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.
- Assurance of subgrant principals**
You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- Non-assurance in subgrant agreements**
If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Certification – Drug Free Workplace

This certification is required by CNCS’s regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 2 CFR Parts 182 and 2245. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out

below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the grantee, I certify, to the best of my knowledge and belief, that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 - b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The grantee's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 - a. Taking appropriate personnel action against the employee, up to and including termination; or
 - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification - Lobbying Activities

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No funds received from CNCS have been or will be paid, by or on behalf of the applicant, to any person or agent acting for the applicant, related to activity designed to influence the enactment of legislation, appropriations, administrative action, proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

Erroneous certification or assurance

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

Prudent person standard

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.