

FY 2019 GRANT TERMS AND CONDITIONS

Senior Demonstration Grant Program

These Corporation for National & Community Service (CNCS) Grant Terms and Conditions are binding on the grant recipient. By accepting funds under this award, the Recipient agrees to comply with, and include in all awards and these program-specific Grant Terms and Conditions, the CNCS general 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 terms “recipient” or “Recipient” are used to connote the grant recipient as appropriate, throughout these Terms and Conditions.

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I. CHANGES FROM THE 2018 SENIOR DEMONSTRATION GRANT PROGRAM GRANT TERMS AND CONDITIONS

- Section changes have been made from letters to Roman numeral format in the Table of Contents and the body of this document
- Section II. - Notice of Funding Opportunities – **Section added**
- Section III. - Award Acceptance – **Section added**
- Section VIII. - Encumbrance of Award Funds – **Section added**

- Section XIII –Program/Project Manager Authority to Authorities of Program Officer and Grants Officer – **Changed Title**
- Section XIV –Prohibited Activities to Prohibition on Use of Program Grant Funds – **Changed Title**
- Section XVIII. - Audits and Attestation Requirements – **Section added**
- Section XX – Monitoring – **Section added**
- Section XXII – Senior Corps Branding – **Section added**

II. NOTICE OF FUNDING OPPORTUNITY

The Notice of Funding opportunity (NOFO) and any amendments are hereby incorporated into the Grant Terms and Conditions. Recipients are bound by the authorizations, restrictions and requirements contained in the NOFO. If there is any inconsistency between the NOFO and any statute, regulation, or cost principle, the statute, regulation, or cost principle, takes precedence over the NOFO in matters relating to the award of CNCS funds.

III. AWARD ACCEPTANCE

The signature on the SF-424, including electronic signature via e-authentication on e-grants, constitutes a binding agreement to the terms and conditions of award. CNCS reserves the right to withdraw the award if activity does not begin upon award and/or as a remedy for non-compliance as described in 2 CFR 200.338-339.

IV. STIPENDS

To the extent stipends are paid, recipient may not expend funds approved for payment of stipends for any other purpose.

V. RECOGNITION EVENTS

Recipient will assure that at recognition events, Corporation for National and Community Service (CNCS) is acknowledged as the federal agency under which this grant operates. This grant operates under the authority of CNCS. Funding for this grant may be from a source other than CNCS.

VI. FAILURE TO MAINTAIN VSYS

Failure of the recipient to maintain Volunteer Service Year (VSY) program levels in accordance with the approved work plan and budget covered by the Notice of Grant Award indicates an under-performance of effort which could subject the grant to a reduction of VSYS and actions up to and including termination.

VII. GRANT PERIOD

Unless otherwise specified, the award covers a three year project period. In approving a multiyear project period CNCS makes an initial award for the first budget period. Authority to operate the grant for subsequent budget periods is contingent upon satisfactory progress of program goals and VSY maintenance. The project period and the budget are noted on the award document.

VIII. ENCUMBRANCE OF AWARD FUNDS

Award funds may not be encumbered or obligated by the recipient prior to or after the award period. Encumbrances or obligations outstanding as of the end of the award period may be liquidated (paid out) after the end of the award period. Such encumbrances or obligations shall involve only specified commitments for which a need existed during the award period and that are supported by approved contracts, purchase orders, requisitions, invoices, bills, or other evidence of liability consistent with the recipient's purchasing procedures and incurred within the award period. All encumbrances/obligations incurred during the award period shall be liquidated no later than 90 days after the end of the award period or prior to the expiration of the awarded funds, whichever is sooner.

IX. FEDERAL FINANCIAL REPORTS (FFRS) – EXPENDITURES/JAN. – JUN. AND JUL. – DEC.

Recipients with budget periods starting in January or July paid through HHS/PMS must submit the Standard Form 425, Federal Financial Report (FFR), semi-annually from the start date of the award to report the status of all funds. FFRs must report expenses on a cumulative basis over the performance period of the award and be submitted according to the following schedule:

<i>Period Covering:</i>	<i>Report Due:</i>
January 1 to June 30	July 30
July 1 to December 31	January 30

Programs completing the final year of their grant must submit a final FFR that is cumulative over the entire grant period. This FFR is due 90 days after the close of the grant.

X. FEDERAL FINANCIAL REPORTS (FFRS) – EXPENDITURES/APR - SEP AND OCT - MAR.

Recipients with budget periods starting in April or October paid through HHS/PMS must submit the Standard Form 425, Federal Financial Report (FFR), semi-annually from the start date of the award to report the status of all funds. FFRs must report expenses on a cumulative basis over the performance period of the grant and be submitted according to the following schedule:

<i>Period Covering:</i>	<i>Report Due:</i>
April 1 - September 30	October 30
October 1 - March 30	April 30

Programs completing the final year of their grant must submit a final FFR that is cumulative over the entire grant period. This FFR is due 90 days after the close of the grant.

XI. ANNUAL PROGRESS REPORT

Recipients must prepare a full Progress report at the end of the 4th quarter of the budget period. The report must be submitted in eGrants no later than 30 days after the end of the designated reporting period. Recipients must prepare and submit the Progress Report Volunteer Service Year production data elements at the end of the 2nd and 4th quarters of

the budget period. These reports must be submitted in eGrants no later than 30 days after the end of the designated reporting period.

XII. RECOGNITION OF FEDERAL FUNDING

When issuing statements, press releases, requests for proposals, bid solicitations, annual reports and other documents describing projects or programs funded in whole or in part with CNCS money, the recipient receiving federal funds, including but not limited to state and local governments, shall clearly state: (1) the percentage of the total cost of the program which will be financed with CNCS money, and (2) the dollar amount of CNCS funds for the project or program.

XIII. AUTHORITIES OF PROGRAM OFFICER AND GRANTS OFFICER

The Program Officer for this award is listed on the face page of the Notice of Grant Award. The Program Officer has full authority to represent CNCS in connection with management of the technical and programmatic performance of the award. This individual is not authorized to change the terms and conditions, estimated costs, or period of performance, or to give approvals, written or verbal; these authorities are specifically reserved for the Grants Officer.

XIV. PROHIBITION ON USE OF PROGRAM GRANT FUNDS

While charging time to a Senior Demonstration Grant program, accumulating service, or training hours, or otherwise performing activities supported by the Senior Demonstration Grant Program or CNCS, staff and volunteers may not engage in the following activities:

A. Political activities.

1. No part of any award shall be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity.

No project shall be conducted in a manner involving the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with:

- a. Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or
- b. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
- c. Any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making registration applications and nonpartisan voter registration information available, employees of the sponsor shall not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.

2. Notwithstanding 42 U.S.C. § 5043(c), language in CNCS's current appropriations legislation, as well as language in past appropriations legislation, provides that recipients are not permitted to use funds appropriated to CNCS used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- B. Non-displacement of employed workers.** A Senior Demonstration Grant Program volunteer shall not perform any service or duty or engage in any activity which would otherwise be performed by an employee of the sponsor or which would supplant the hiring of or result in the displacement of employees, or impair existing contracts for services.
- C. Compensation for service.** A Senior Demonstration Grant Program agency or organization to which Senior Demonstration Grant Program volunteers are assigned, or which operates or supervises any Senior Demonstration Grant program shall not request or receive any compensation from Senior Demonstration Grant Program volunteers or from beneficiaries for services of Senior Demonstration Grant Program volunteers.
1. A sponsor is not prohibited from soliciting and accepting voluntary contributions from the community at large to meet its local support obligations under the grant or from entering into agreements with parties other than beneficiaries to support additional volunteers beyond those supported by CNCS award;
 2. A volunteer station may contribute to the financial support of the Senior Demonstration Grant Program. However, this support shall not be a required precondition for a potential station to obtain Senior Demonstration Grant Program volunteer services.
 3. If a volunteer station agrees to provide funds to support additional Senior Demonstration Grant Program volunteers or pay for other volunteer support costs, the agreement shall be stated in a written Memorandum of Understanding. The sponsor shall withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations;
 4. Under no circumstances shall a Senior Demonstration Grant Program volunteer receive a fee for service from service recipients, their legal guardian, members of their family, or friends.
- D. Labor and anti-labor activity.** The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organization or related activity.

- E. Fair labor standards.** A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities shall pay wages at prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a.
- F. Religious activities.** A Senior Demonstration Grant Program volunteer or a member of the project staff authorized or funded by CNCS shall not give religious instruction, conduct worship services or engage in any form of proselytization as part of his or her duties.

A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use the Senior Demonstration Grant Program or CNCS funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services authorized or funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services authorized or funded under this part.

- G. Nepotism.** Persons selected for project staff positions shall not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the sponsor Board of Directors, unless there is written concurrence from the community group established by the sponsor and with notification to the Corporation.

XV. EXTERNAL AND DATA COLLECTION

The recipient must cooperate with CNCS and its evaluators in all monitoring and evaluation efforts. As part of this effort, the recipient must collect and submit certain project data, as defined in the Project Profile and Volunteer Activity (PPVA) and must provide data as requested or needed to support external evaluations.

XVI. LOBBY DISCLOSURE

For grant awards exceeding \$100,000, pursuant to 31 U.S.C. 1352, the Recipient is required to file a disclosure report, Standard Form LLL, Disclosure of Lobbying Activities, at the end of any quarter, when the Recipient has paid or agreed to pay any lobbying entity 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 a covered Federal action. The report must be submitted to the Corporation State Program Director.

XVII. REPORTING REQUIREMENTS

The Recipient is responsible for timely submission of periodic financial and progress reports during the project period and a final financial report at the end of the period.

- A. Financial Reports.** The Recipient shall complete and submit financial reports in eGrants to report the status of all funds. The Recipient must submit timely cumulative financial reports in accordance with CNCS guidelines and sections IX and X, above.

- B. Final Financial Report.** A Recipient must submit, in lieu of the last semi-annual financial report, a final financial report. These reports are due no later than 90 days after the end of the project period.
- C. Reporting at the Dept. of Health and Human Services/Payment Management System. (HHS/PMS)** All Recipients must submit the Federal Financial Report (FFR) Cash Transactions Report on a quarterly basis to the HHS/PMS per the Electronic Funds Transfer Agreement
- D. Progress Reports.** The Recipient shall complete and submit timely progress reports, including a summary of accomplishments during the reporting period. This includes reporting on the progress to date made by the Recipient for that reporting period. The report is submitted through the appropriate electronic system. Individual program guidance determines the due dates for the reports.
- E. Requests for Extensions.** Each recipient must submit a financial report 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 CNCS, which are legitimately beyond the control of the recipient, 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 Field Financial Management Center (FFMC), and extensions of deadlines for progress reports may only be granted by the Program Office.
- F. Other.** The Recipient shall meet as necessary with the CNCS Program Office or with other staff or consultants designated by the CNCS Program Official to exchange views, ideas, and information concerning the project. The Recipient shall submit such special reports as may be reasonably requested by CNCS.

XVIII. AUDITS AND ATTESTATION REQUIREMENTS

Recipients must comply with the audit requirements set forth in Subpart F – Audit Requirements of the Uniform Guidance (2 CFR Part 200) and must comply with the timeframes established in those regulations for the submission of their audits to the Federal Audit Clearinghouse. Recipients must notify their assigned CNCS Grants Officer of each audit conducted within the timeframe of the CNCS-funded project at the time it is submitted to the Federal Audit Clearinghouse.

XIX. PROGRAM INCOME

- A. General.** Income, including fees for service earned as a direct result of the program activities during the award period, must be retained by the recipient and used to finance the program.
- B. Excess Program Income.** Program income earned in excess of the amount needed to finance the program must follow the appropriate requirements of 2 CFR § 200.307(e)(1) and be deducted from total claimed costs, or with prior written approval from CNCS, the requirements of 2 CFR § 200.307(e)(2) through a budget amendment be used to enhance

the program (additive process). Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.

C. Fees for service. When using assistance under this grant, the recipient may not enter into a contract for or accept fees for service performed by participants when:

- a. The service benefits a for-profit entity; or
- b. The service falls within the other prohibited activities set forth in statute, regulation, or these award terms and conditions.

XX. MONITORING

CNCS, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments, financial and performance records, fiscal and administrative control systems, assess programmatic and fiscal compliance, and to provide such technical assistance as may be required. To the extent practicable, CNCS will notify the recipient at least two weeks in advance of any trip to the CNCS-funded project site. If CNCS makes any site visit on the premises of a recipient, the recipient must provide all reasonable access to facilities, and provide assistance to ensure the safety and convenience of government officials in the performance of their duties. All site visits and evaluations are expected to be performed in a manner designed to not unduly delay or disrupt the implementation of the project.

XXI. BUDGET AND PROGRAMMATIC CHANGES

A. Programmatic Changes. The recipient must obtain the prior written approval of CNCS before making changes:

1. in the scope, objectives or goals of the project, transfer of the project effort, or project timeline whether or not they involve budgetary changes;
2. in key personnel specified in the application or the federal award;
3. involving 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.

B. Budgetary Changes. The recipient must obtain the prior written approval of CNCS's Field Financial Management Center (FFMC) before deviating from the approved budget in any of the following ways:

1. specific costs requiring prior approval before incurrence under 2 CFR § 200.407. examples of costs requiring prior written approval before they are allowed include rearrangement and alteration costs, and pre-award costs;
2. purchases of equipment over \$5,000 using grant funds, unless specified in the approved application and budget;

3. The Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency. The Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation;
4. changes in the amount of approved cost-sharing or matching provided by the non-federal entity;
5. the inclusion, unless waived by the federal awarding agency, of costs that require prior approval in accordance with subpart E cost principles in 2 CFR Part 200.
6. Approvals of Programmatic and Budget Changes. CNCS's Grants officers are the only officials who have the authority to alter or change the provisions or requirements of the grant. Programmatic changes also require final approval of CNCS's Field Financial Management Center (FFMC) after written recommendation for approval is received from the Program Office. The Grants Officers will execute written amendments, and Recipients should not assume approvals have been granted unless documentation from the Grants Office has been received.

XXII. SENIOR CORPS BRANDING

“Senior Corps” must be included in all references to the project. Accordingly, “Senior Corps” must be included in the title of the project as listed on the grant application, and in all project promotions for the duration of the project period, including, but not limited to, recruitment, recognition, and publicity.

XXIII. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING

All grant recipients must complete CNCS' National Service Criminal History Check (NSCHC) training every year. The CNCS designated e-course provides a thorough overview of the requirements and can be found at: <http://cncstraining.articulate-online.com/4240214797> unless otherwise notified by CNCS. Each grant recipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the grant recipient. The grant recipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients must save certificates of completion from each year as grant records.