

**MISSISSIPPI COMMISSION FOR VOLUNTEER SERVICE  
AMERICORPS CONTRACTUAL AGREEMENT  
2019-2020**

**Purpose of this Agreement.** It is the purpose of this agreement to delineate the terms, conditions, and rules of the Contractual Agreement between CITY OF LAUREL, MS / LAUREL PLAYS (hereinafter referred to as the "Subrecipient") and the Mississippi Commission for Volunteer Service, also known as Volunteer Mississippi and hereinafter referred to as "VM," for participation as a Mississippi AmeriCorps State Program.

**Terms of Acceptance.** By accepting funds under this award, the subrecipient agrees to comply with, and include in all awards and subawards, the VM / Program Contractual Agreement, which incorporates the AmeriCorps State and National General and Program-Specific Terms and Conditions, and all applicable federal statutes, regulations and guidelines, and any amendments thereto. The Subrecipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved grant application.

The general purposes of this grant are "Getting Things Done" in communities, strengthening the ties that bind communities together, and developing the citizenship and skills of AmeriCorps members. Activities funded through this grant must help engage Americans of all backgrounds and ages as members in community-based service that provides a direct and demonstrable benefit that is valued by the community. Service activities must result in a specific documented service or improvement that otherwise would not be provided with existing funds or volunteers and that does not duplicate the routine functions of workers or displace paid employees.

The Subrecipient will not receive reimbursement(s) for expenses incurred until this Contractual Agreement has been executed by both parties.

Any programmatic or financial documents, including but not limited to progress reports, reimbursement requests, member forms, recompute or continuation applications, etc., must be signed by the contract signature authority unless a letter from the grant applicant signing authority designating signature authority to other subrecipient staff is on file with VM. Any changes in personnel that impact signature authority require an updated letter from the designated signatory designating signature to other organization and/or subrecipient staff within three business days of known change.

To the extent allowed by the laws of the state of Mississippi, the subrecipient hereby releases, waives, discharges, and covenants not to sue and agrees to hold harmless for any and all purposes Volunteer Mississippi and/or the Corporation for National and Community Service (CNCS) and its officers, servants, agents, volunteers, or employees from any and all liabilities, claims, demands, or damages that may result from this grant.

## TABLE OF CONTENTS

I.	Changes from the 2018 AmeriCorps Terms and Conditions.....	3
II.	Governing Authorities.....	3
III.	Definitions.....	4
IV.	Affiliation with the AmeriCorps National Service Program.....	5
V.	Member Recruitment, Selection, and Exit.....	6
VI.	Supervision and Support.....	9
VII.	Changes in Member Positions.....	15
VIII.	Release from Participation.....	16
IX.	Living Allowances, Other In-Service Benefits, and Taxes.....	18
X.	Member Records and Confidentiality.....	21
XI.	Criminal History Check Requirements.....	22
XII.	National Criminal History Check Training.....	23
XIII.	Budget and Programmatic Changes.....	24
XIV.	Reporting Requirements.....	26
XV.	Award Period and Incremental Funding.....	27
XVI.	Program Income.....	28
XVII.	Liability and Safety Issues.....	28
XVIII.	General Terms and Conditions.....	29-44
A.	Responsibilities under Grant Administration.....	29
B.	Financial Management Standards.....	29
C.	Matching Requirements.....	32
D.	The Office of Inspector General.....	33
E.	Reporting of Fraud, Waste, and Abuse.....	33
F.	Whistleblower Protection.....	34
G.	Award Monitoring.....	34
H.	Non-Discrimination Public Notice and Records Compliance.....	34
I.	Identification of Funding.....	36
J.	Award Products.....	36
K.	Suspension of Termination of Grant.....	36
L.	Grantee Procurement.....	36
M.	Trafficking in Persons.....	36
N.	System of Award Management (SAM) and Universal Identifier Requirement.....	38
O.	Transparency Act Requirements.....	38
P.	Retention of Records.....	41
Q.	Conflict of Interest.....	41
R.	Award Term and Condition for Subrecipient Integrity and Performance Measure.....	41
S.	Breaches of Personally Identifiable Information (PII).....	43
T.	VM Request for Reconsideration Process.....	43
XIX.	Grant Program Civil Rights and Non-Harassment Policy.....	44
XX.	Certification and Authorization.....	45

## **I. CHANGES FROM THE 2018 AMERICORPS GENERAL and PROGRAM-SPECIFIC TERMS & CONDITIONS**

- Section III.E. – Corrected the citation for the NCSA definition.
- Section V.C. – Included an exception to the requirement to notify the National Service Trust of changes in a member's status.
- Section V.J. – Changed the requirement to assign members to service locations from five to seven calendar days.
- Section V.M. – Included additional information regarding the assessment of penalties for certifying erroneous or incorrect information.
- Section VI.B. – Added the requirement for the start date to match the start date in the Portal.
- Section VI.C. – Added that members should not wear the AmeriCorps logo while engaging in prohibited activities on personal time.
- Added the requirement to post a list of prohibited activities in all member service locations.
- Section VI.E. – Added language regarding members not spending more than 20% of time in education and training activities.
- Section VII. – Deleted the requirement to obtain CNCS approval to convert to a three-quarter time member slot.
- Deleted the requirement to obtain CNCS approval to convert to a three-quarter time member slot.
- Section IX.D.5. – Clarified serving in a full-time capacity for this provision.
- Section X.B. – Added language that programs must provide documentation to CNCS or members will not be able to enroll.
- Section XI. – Updated the language regarding the NSCHC requirements and including a link to NSCHC resources.
- Section XII. – Included a new link to the NSCHC e-course.
- Section XIV. – Deleted the Evidence Based Intervention Planning Grantees Evaluation Plan and Learning Memo section.
- Added online America Learns member and staff time reporting and criminal history check status.
- Section XVIII.L. – Grantee Procurement Section added.
- Section XVIII.M.1.b. i. and ii. – Language updated to be more readable.
- Section XVIII.M.2. – Added the word not (a private entity) to correct an omission in the federal regulations.
- Section XVIII.O.1.b.ii. – Transparency Act Requirements - Added more current dates.
- Section XVIII.S. – Breaches of PII Section added.
- Section XIX. – Attached a current Civil Rights and Non-Harassment Policy.

## **II. GOVERNING AUTHORITIES**

### **A. LEGISLATIVE AUTHORITY and OTHER APPLICABLE TERMS AND CONDITIONS**

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. Subrecipients must comply with the requirements of the NCSA and/or DVSA and CNCS's implementing regulations, as applicable.

### **B. OTHER APPLICABLE TERMS AND CONDITIONS**

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and CNCS's implementing regulation at 2 CFR Part 2205

(hereinafter, the Uniform Guidance). Subrecipients must read, understand, and implement these federal regulations.

The subrecipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as well as those cited in the General Terms and Conditions and Program Specific Terms and Conditions, the VM/Program Contractual Agreement, and the Assurances and Certifications. Some of these requirements are discussed in the General Terms and Conditions and VM /Program Contractual Agreement to provide emphasis or additional explanations to subrecipients. Other provisions are included in the CNCS's General Terms and Conditions and VM /Program Contractual Agreement because they are required by specific laws or regulations.

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

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

### **C. ORDER OF PRECEDENCE**

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

The AmeriCorps Statute, Regulations, the 2019 CNCS Grants Terms and Conditions, the 2019 CNCS General Grants Terms and Conditions, and the Policy FAQs can be found in keyword searchable format at: <http://www.nationalservice.gov/build-your-capacity/grants/managing-ameri-corps-grants>

## **III. DEFINITIONS**

**A. Operating site** means the organization that manages the AmeriCorps program and places members into service locations. Subrecipients (programs) are operating sites.

**B. Program** refers to the activities supported under the award.

**C. Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.

**D. Member or participant** means an individual:

1. Who has been selected by a subrecipient to serve in an approved national service position;
2. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;

3. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the NCSA (42 U.S.C. 12572 (a) (3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
  4. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under section 20 U.S.C. § 1091.
- E. NCSA** means the National and Community Service Act of 1990, as amended. See 42 U.S.C. §§ 12501-12657.
- F. AmeriCorps National Service Network** is inclusive of AmeriCorps State, National, Tribes and Territories, Volunteers in Service to America (VISTA), and National Civilian Community Corps (NCCC); programs taken together as programs dedicated to national service. VISTA is authorized under the Domestic Volunteer Service Act (42U.S.C. 4950 et seq.). NCCC is authorized under the National and Community Service Act (42 U.S.C. 12611 et seq.).
- G. Education Award** is an award provided to a member who has successfully completed a required term of service in an approved national service position and who otherwise meets the eligibility criteria in the Act. An education award may be used: (1) to repay qualified student loans, as defined in the Act; (2) toward educational expenses at a Title IV Institution of Higher Education; and (3) toward expenses incurred in participating in school-to-work programs approved by the Secretaries of Labor and Education.
- H. National Service Trust** is the account established in the U.S. Department of the Treasury under the Act (42 U.S.C. 12601) for the purpose of holding and making payments of education awards and other education benefits to AmeriCorps members.

#### **IV. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE PROGRAM**

- A. Identification as an AmeriCorps Program or Member.** The subrecipient shall identify the program as an AmeriCorps program and members as AmeriCorps members. All agreements/MOUs related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.
- B. The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of the Corporation for National and Community Service (CNCS). CNCS provides a camera-ready logo. All subrecipients and subrecipient websites shall clearly state that they are an AmeriCorps program and shall prominently display the AmeriCorps Mississippi logo. Subrecipients shall use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, on-line position postings or other recruitment materials, orientation materials, member curriculum materials, signs, banners, websites, social media, press releases and publications related to their AmeriCorps program in accordance with CNCS requirements.

To publicize the relationship between the program and AmeriCorps, the subrecipient shall describe their program as “an AmeriCorps program.” Subrecipients shall provide information or training to their AmeriCorps members about how their program is part of the national AmeriCorps program and about the other national service programs of CNCS. Subrecipients are strongly encouraged to

place signs that include the AmeriCorps name and logo at their service sites and may use the slogan “AmeriCorps Serving Here.” AmeriCorps members should state that they are AmeriCorps members during public speaking opportunities.

The subrecipient may not alter the AmeriCorps logo, and must obtain the written permission from CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The subrecipient may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, the 2018 CNCS General and/or Program Specific Terms and Conditions and General Terms and Conditions, or this VM/Program Contractual Agreement.

- C. Member Classification.** AmeriCorps members are not employees of the Legal Applicant, the Program, or of the federal government. The definition of “participant” in the National and Community Service Act of 1990 as amended applies to AmeriCorps members. As such, “a participant (member) shall not be considered to be an employee of the Program in which the participant (member) is enrolled” (42 U.S.C. 12511(17) (B)). Moreover, members are not allowed to perform an employee’s duties or otherwise displace employees.

For the limited purposes of the Family and Medical Leave Act of 1993, the member may be considered an eligible employee of the project sponsor. The Family and Medical Leave Act's requirements as they apply to AmeriCorps Programs are contained in 45 C.F.R. 2540.220(b).

- D. AmeriCorps Service Gear.** The subrecipient’s approved budget allots funds to provide AmeriCorps Service Gear for each member. Service gear should be purchased by the subrecipient at the beginning of each program year, or for less than full time members at the beginning of the individual’s term of service.

All service gear purchased must be comparable to the standard gear and prominently display the AmeriCorps Mississippi logo. At a minimum, all AmeriCorps members should be provided with the standard AmeriCorps gray t-shirt.

The subrecipient should direct members to wear their service gear at officially designated AmeriCorps events and should encourage members to wear their service gear at other times consistent with Corporation guidelines.

- E. Participation in AmeriCorps Events.** The subrecipient agrees to adhere to its approved budget and arrange for members to participate in AmeriCorps events and activities sponsored by CNCS and/or VM, such as the VM-sponsored National Service Celebration of Service, other service conferences, and national service days. Program staff should determine mileage for each member and allow each member adequate travel time to and from an MCVS-sponsored event. This travel time should be counted as training hours. Members do not earn hours once the event has ended for the day, unless travel time (above) is applicable. *(See FAQ C.40)*

## **V. MEMBER RECRUITMENT, SELECTION, AND EXIT**

Member recruitment and selection requirements are in CNCS’s regulations at 45 CFR §§ 2522.210 and Part 2540, subpart B. In addition, the subrecipient must ensure that the following procedures are followed:

- A. Member Listings/Position Descriptions in the My AmeriCorps Portal.** Programs must list their member listings/position descriptions by creating Service Opportunity Listings in the My AmeriCorps Portal.

- B. **Pre-enrollment of selected members.** Programs must enter applicants into the Portal prior to their first day of service and in sufficient time to ensure that the future member is citizenship eligible. Program staff must also certify that the future member's required NSOPW has been run, reviewed, and approved as well as the State and FBI criminal history checks initiated prior to their first day of service. Members will not be permitted to enroll in the National Service Trust prior to those steps occurring.
- C. **Notice to CNCS's National Service Trust.** The recipient must notify CNCS's National Service Trust, via the My AmeriCorps Portal, within 30 days of a member's completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must complete their own enrollment and exit forms on-line in the My AmeriCorps Member Portal except in rare cases when the recipient program has received written approval to waive this requirement from the Director of AmeriCorps State and National or her/his designee.

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

- D. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Subrecipients may also include an informed consent form of their own design as part of the service agreement materials.
- E. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the subrecipient must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. As such, inquiries about the need for reasonable accommodation should take place after a member has been offered an AmeriCorps position. Please email [Accommodations@cns.gov](mailto:Accommodations@cns.gov) for more information.

**FAQ C.72:** The vast majority of accommodations are inexpensive. For those cases where reasonable accommodations are more costly, there is a limited amount of money available through CNCS to provide accommodations for service members. The Office of Disability Employment Policy operates a toll-free, confidential, free resource for employers on reasonable accommodation requirements and options for accommodating employees at (800) 526-7234 (voice/TTY), e-mail at [JAN@jan.icdi.wvu.edu](mailto:JAN@jan.icdi.wvu.edu), or website at [www.jan.wvu.edu](http://www.jan.wvu.edu).

- F. **Eligibility to Enroll.** The subrecipient may select as AmeriCorps members only those individuals who are eligible to enroll in AmeriCorps. In order to be eligible, an individual must meet the statutory requirements of the definition of a member (*See also Section X.B., Verification of Eligibility*). The subrecipient is responsible for obtaining and maintaining adequate documentation to demonstrate the eligibility of members.

**G. Selection.** The subrecipient is responsible for establishing the minimum qualifications for membership in the program, selecting members who meet those qualifications, and assigning members to projects that are appropriate to their skill levels. The subrecipient must select members in a fair, non-partisan, non-political, and non-discriminatory manner, without regard to the member's need for reasonable accommodation of a disability or childcare, without displacing paid employees, and in accordance with its approved application.

**H. Recruitment.**

- 1. Community Recruitment.** The subrecipient must seek to recruit individuals from the community in which the project is conducted, as well as members of diverse races, ethnicities, genders, ages, socioeconomic backgrounds, education levels, and mental and physical capabilities, unless and to the extent that the approved Program design requires emphasizing the recruitment of staff and members who share a specific characteristic or background. In no case may a subrecipient violate the non-discrimination and non-displacement rules governing member selection.
- 2. National Recruitment.** To supplement local recruitment efforts, the subrecipient must direct all applicants to the Corporation's online recruitment system. Subrecipients should consider qualified individuals on the database, but will not be required to select any specific applicant. Prospective AmeriCorps members may access the national recruitment database through the Corporation's website at [www.americorps.gov](http://www.americorps.gov).

**I. Member Enrollment.**

- 1.** An individual is enrolled as an AmeriCorps member when **all** of the following have occurred:
  - a. The identity of the individual has been confirmed and documented;
  - b. The NSOPW online check has been completed and clear results are on file;
  - c. The program has verified the individual's eligibility to serve;
  - d. Criminal history check process has been initiated;
  - e. The individual and the appropriate program official have signed and dated a member contract;
  - f. The individual has begun a term of service; and
  - g. The program has approved the member enrollment form on the MyAmeriCorps.gov portal.
- 2. VM policy on enrolling members late in the program year is as follows:** Full-time members will only be enrolled in the first two months of the program year (e.g., if your program starts on September 1, 2019, no member may be enrolled **on or after** November 1 to fill the full-time slots). For half-time members, VM will allow Programs to enroll members for up to six months from the Program start date (e.g., if your program started on September 1, 2019, no member may be enrolled **on or after** March 1, 2020). It is the program's responsibility to ensure all members have adequate time and service opportunities to earn their required hours.

Any program may submit a request to Volunteer Mississippi for approval to waive the above deadline(s) for enrollment. Any request submitted to Volunteer Mississippi must include a clear plan for any individual enrolling after the above deadline(s) to successfully earn the minimum number of required hours.

**Please note:** All members must be made aware that late enrollment into a program does not constitute a personal compelling circumstance, thus a pro-rated education award is not an option due to late enrollment into a program.

**J. Assigning Members to Service Locations.** The subrecipient is required to ensure that operating sites and all service locations are entered in the My AmeriCorps portal for all members within



seven (7) calendar days of members' starting a term of service. The subrecipient is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select as the site where the member serves the majority of his or her hours as the member's primary assignment. However, all service locations must be listed in the portal.

- K. Completion of Terms of Service.** The subrecipient must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited from the My AmeriCorps Portal within 30 days of the end of their term of service. If this award expires or is not renewed, a member who was scheduled to continue in a term of service may either be placed in another program, where feasible, or if the member has completed at least 15% of the service hour requirement the member may receive a pro-rated education award.
- L. Member Exit.** In order for a member to receive an education award from the National Service Trust, the subrecipient must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The subrecipient (and any individual or entity acting on behalf of the subrecipient) is responsible for the accuracy of the information certified on the end-of-term certification.
- M. Penalties for false information:** Any subrecipient who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil sanctions. Any individual involved in making a materially false statement may be subject to criminal sanctions. If CNCS determines that the certification of a member's hours is erroneous, the award subrecipient may be charged for any payment or potential payment from the National Service Trust. In assessing the amount of the charge, CNCS shall consider the full facts and circumstances surrounding the erroneous or incorrect certification. (see 42 U.S.C. §12602a(b)).
- N. Service in a Second or Subsequent Term.**
- 1. General.** A subrecipient is under no obligation to enroll a member for a second or subsequent term of service. In addition, there may be limitations on an individual's eligibility for federally-funded member benefits for any term beyond a second term.
  - 2. Satisfactory Performance Reviews.** To be eligible to serve a second or subsequent term of service, a member must receive satisfactory performance reviews for any prior term of service.

## **VI. SUPERVISION AND SUPPORT**

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

**B. Member Service Agreements.** The subrecipient must require that each member sign a service agreement that includes, at minimum, the following:

1. Member position description;
2. Specific member service start and end date;  
**NOTE:** The member's start of service date indicated on the Member Service Agreement/ Contract should agree with the date of enrollment on the MyAmeriCorps Portal.
3. The type of service position (full, reduced full, half, reduced half, quarter, minimum time);
4. The minimum number of service hours (as required by statute) and other requirements (as developed by the subrecipient) necessary to successfully complete the term of service and to be eligible for the education award;
5. An hours chart which clearly sets forth the number of hours a member should earn each individual month and the total number of hours the member should have earned by the end of that reporting month.
6. A requirement for a plan of action to be developed between member(s) and program staff should the member fall below a certain percentage of target hours on the chart (#5 above) at any time during the program year.
7. **FAQ: C.26.** Situations in which a member serves zero hours during a pay period should be very rare and the member should be suspended if there are periods in which no service is performed. Otherwise, since the living allowance is to be distributed evenly over the service period, it should be paid regardless of the number of hours. However, a member's agreement could also stipulate conditions under which the living allowance is paid and what the member should do if a period occurs in which no hours are served.  
The agreement should also stipulate the minimum number of hours required during each service period.
8. Specific pay periods/dates, the amount of living allowance to be received per pay period, the date the living allowance will be distributed, and the annual total of the living allowance to be received if the member successfully completes the program;
9. The amount of the education award being offered for successful completion of the terms of service in which the individual is enrolling;
10. Standards of conduct, as developed by CNCS and the subrecipient;
11. The list of prohibited activities, including those specified in the regulations at 45 CFR § 2520.65 (*and listed in C. below*);
12. The text of 45 CFR §§ 2540.100(e)-(f), which relates to Non-duplication and Nondisplacement;
13. The text of 45 CFR §§ 2520.40-.45, which relates to fundraising by members;
14. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);
15. Civil rights requirements, complaint procedures, and rights of beneficiaries;
16. Suspension and termination rules;
17. The specific circumstances under which a member may be released for cause;
18. Grievance procedures; and
19. Other requirements established by the subrecipient and/or VM.

The subrecipient must submit the proposed member agreement (member contract) to VM prior to execution for VM approval. No member may be enrolled into the program or earn service hours until the member contract has been approved by VM and the subrecipient has provided VM with the final (approved) member contract.

The subrecipient should ensure that the service agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities. The member start date should match the start date in the AmeriCorps Portal.

**Grievance Procedures.** Subrecipients must establish and maintain a procedure for the filing and adjudication of grievances from participants, labor organizations, and other interested individuals concerning programs that receive assistance from CNCS. A grievance procedure may include dispute resolution programs such as mediation, facilitation, assisted negotiation and neutral evaluation. If the grievance alleges fraud or criminal activity, it must immediately be brought to the attention of CNCS's inspector general.

All Member Contracts must include the program specific Grievance Procedure, a clear timeline of procedure, and possible remedies.

- Within 1 year of alleged occurrence---written request for grievance hearing filed
- Within 30 days of filing of grievance---hearing
- Within 60 days of filing of grievance---decision
- If decision is adverse to grievant, or 60 days after filing grievance if no decision has been reached---request for arbitration
- Within 45 days after request for binding arbitration, or within 30 days after CEO appoints arbitrator---binding arbitration proceeding
- Within 30 calendar days after the date the arbitration proceeding begins---arbitration decision

**REMEDIES** may include the aggrieved party's selection or reinstatement or other conditions but will not include monetary compensation.

*Please see § 2540.230, which may be accessed at <http://www.gpo.gov/fdsys/pkg/CFR-2011-title45-vol4/pdf/CFR-2011-title45-vol4-sec2540-230.pdf>*

### **C. Prohibited Activities.**

The subrecipient must comply with, and require all subrecipients to comply with, the prohibitions on use of CNCS funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§12584a and 12634) and section 403 of the DVSA (42 U.S.C. §5043), and provisions by Congress in annual appropriations acts.

While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program, VM, or CNCS, staff and members may not engage in the following activities (*listed at 45 CFR § 2520.65*):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or

- inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
    - a. A business organized for profit;
    - b. A labor union;
    - c. A partisan political organization;
    - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
    - e. An organization engaged in the religious activities described in paragraph C.7. above, unless CNCS assistance is not used to support those religious activities;
  9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
  10. Providing abortion services or referrals for receipt of such services;
  11. Duplication and Displacement:

§ 2540.100 (e) - (f): Restrictions that govern the use of CNCS assistance.

    - (e) **Nonduplication.** CNCS assistance may not be used to duplicate an activity that is already available in the locality of a program. And, unless the requirements of paragraph (f) of this section are met, CNCS assistance will not be provided to a private nonprofit entity to conduct activities that are the same or substantially equivalent to activities provided by a State or local government agency in which such entity resides.
    - (f) **Nondisplacement.**
      - (1) An employer may not displace an employee or position, including partial displacement such as reduction in hours, wages, or employment benefits, as a result of the use by such employer of a participant in a program receiving CNCS assistance.
      - (2) An organization may not displace a volunteer by using a participant in a program receiving Corporation assistance.
      - (3) A service opportunity will not be created under this chapter that will infringe in any manner on the promotional opportunity of an employed individual.
      - (4) A participant in a program receiving CNCS assistance may not perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee.
      - (5) A participant in any program receiving assistance under this chapter may not perform any services or duties, or engage in activities, that—
        - (i) Will supplant the hiring of employed workers; or
        - (ii) Are services, duties, or activities with respect to which an individual has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures.
      - (6) A participant in any program receiving assistance under this chapter may not perform services or duties that have been performed by or were assigned to any—
        - (i) Presently employed worker;
        - (ii) Employee who recently resigned or was discharged;
        - (iii) Employee who is subject to a reduction in force or who has recall rights pursuant to a collective bargaining agreement or applicable personnel procedures;
        - (iv) Employee who is on leave (terminal, temporary, vacation, emergency, or sick); or
        - (v) Employee who is on strike or who is being locked out.

**[59 FR 13808, Mar. 23, 1994, as amended at 70 FR 39607, July 8, 2005]**

  - 12. Such other activities as CNCS and/or VM may prohibit.

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

**All locations where members serve should post a list of the prohibited activities.**

**D. Minor Disciplinary Actions.**

1. All member contracts must contain a four-step disciplinary policy:
  - Step 1: Written Warning, with documentation of reason for warning, warning itself, and member and staff signatures and date of signature maintained in member file.
  - Step 2: Written Warning, with member and staff signatures and date of signature. The member and staff must develop a written plan of action for the member which should be maintained in the member file, along with any supporting documentation.
  - Step 3: Probation.
  - Step 4: Termination from the Program.
2. **Fines.** VM does not allow any monetary fines to be imposed on members for disciplinary issues.

**E. Supervision.** The subrecipient must provide members with adequate supervision by qualified supervisors consistent with the award. The subrecipient must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by CNCS. The subrecipient must ensure that no more than 20 percent of any individual AmeriCorps member's service hours are spent in education and training activities as set forth in 45 CFR § 2520.50.

**F. Performance Reviews.** The subrecipient must conduct and keep a record of at least a midterm and end-of-term written evaluation of each member's performance for Full Time members and an end-of-term written evaluation for all less-than-full-time members. The evaluation should address, at a minimum, the following factors:

1. Whether the member is on track (midterm) or has completed the required number of hours (end-of-term);
2. Whether the member is satisfactorily completing (midterm) or has satisfactorily completed assignments (end-of-term); and
3. Whether the member is meeting (midterm) or has met other performance criteria that were clearly communicated at the beginning of the term of service (end-of-term).

**G. Timekeeping.** The subrecipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. Time and attendance records must be completed by each member and approved by his/her supervisor and/or program staff. The subrecipient must have a timekeeping system that is compliant with 2 CFR §200.430 (<https://www.govinfo.gov/content/pkg/CFR-2014-title2-vol1/pdf/CFR-2014-title2-vol1-sec200-430.pdf>)

**H. Service Sites.** The subrecipient must execute a written contract, or agreement, with each service site and site supervisor. This agreement must contain, at a minimum, specific duties of each applicable party, i.e., host site, site supervisor, program, members, the approved award

performance measures, and contact information for program and site staff. All programs must submit the proposed contract/agreement to VM prior to execution for VM approval.

- I. Registration to Vote.** The subrecipient should encourage all eligible members to register and vote. However, the subrecipient is prohibited from requiring members to register or to vote, and from attempting to influence how members vote. Members who are unable to vote before or after service hours should adhere to the service site's policy.
- J. Jury Duty.** The subrecipient must allow AmeriCorps members to serve on a jury without being penalized for doing so. During the time AmeriCorps members serve as jurors, they should continue to receive credit for their normal service hours, a living allowance, health care coverage and, if applicable, child care coverage regardless of any reimbursements for incidental expenses received from the court. It is the member's responsibility to provide documentation from the court of his/her service as a juror in order for service hours to be counted.
- K. Member Death or Injury.** The subrecipient must immediately report any member deaths or serious injuries to the VM Program Officer, who in turn will promptly notify appropriate CNCS staff.
- L. Member and Staff Training.** Consistent with the approved application and budget, the subrecipient must provide members with the training, skills, knowledge and supervision necessary to perform the tasks required in their assigned project positions, including specific training in a particular field and background information on the community served.

The subrecipient must conduct an orientation for members and comply with any pre-service orientation or training required by CNCS and/or VM. This orientation should be designed to enhance member security and sensitivity to the community. Orientation should cover member rights and responsibilities, including the program's code of conduct, prohibited activities (including those specified in the regulations), requirements under the Drug-Free Workplace Act (41 U.S.C. 701 et seq.), suspension and termination from service, grievance procedure process, sexual harassment, other non-discrimination issues, and other topics as necessary.

AmeriCorps members may not earn service or training hours for a college class, regardless of its relevance to members' service responsibilities.

Attendance at VM-sponsored training and Program Directors' meetings is required and includes other personnel who are directly working on the AmeriCorps Grant **when appropriate—fiscal officers**, Program staff, etc. The subrecipient must adhere to the funds obligated in its approved budget regarding member and staff training.

VM realizes that extenuating circumstances may preclude program staff attendance, late arrival and/or early departure at a scheduled training. VM may approve requests made prior to scheduled training(s) if supporting documentation is provided with program staff request. In the event that VM approval for nonattendance, late arrival or early departure is not requested or approved, VM may elect to reimburse a portion of expenses incurred by the subrecipient.

- M. Armed Forces Reserves.** Generally, the Reserves of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard and the Air National Guard require reservists to serve one weekend a month plus 12 to 15 days a year (hereafter referred to as the two-week active duty service). To the extent possible, subrecipients should seek to minimize the disruption in members' AmeriCorps service as a result of discharging responsibilities related to

their reservist duties. If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members should be granted a leave of absence for the two-week period of active duty service in the Reserves. Members may not receive time-off for additional Reserves-related service beyond the two-week active duty service. No AmeriCorps service credit is earned for the once-a-month weekend service in the Reserves. Subrecipients should credit members for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps service. The member would receive credit for the number of hours he or she would have served during that period had there been no interruption. For example, if a full-time member is signed up to serve 30 hours of AmeriCorps service one week and 40 hours of AmeriCorps service the following week, she or he would receive 70 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves. Reservists in the U.S. Armed Forces receive compensation for their mandatory two weeks of active duty service. Subrecipients should continue to pay the living allowance and provide health insurance and childcare coverage for the two-week period of active duty.

## **VII. CHANGES IN MEMBER POSITIONS**

- A. Changes that Require CNCS Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a subrecipient, or changing the term of service of a currently enrolled member.

**Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use.** The following changes require written approval from VM and CNCS's Office of Grants Management:

1. A change in the number of member service year (MSY) positions in the award;
2. A change in the funding level of the award; and/or

- B. Changing Types of Unfilled member positions.** All changes in member positions must be pre-approved by VM.

Subrecipients may change the type of member slots awarded to their program if:

1. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position), and
2. The change does not result in an increase in the value of the education award.

Changes in slot type may be made by the subrecipient directly in the MyAmeriCorps Portal once approved by VM.

- C. Changing a Term of Service for an enrolled member.** All changes must be pre-approved by VM.

The subrecipient may create a change of member status (i.e. from full-time to less than full-time or half-time to a lesser position) on the AmeriCorps Portal, but must request and secure approval of said action(s) from VM before approving any change form. Changes in terms of service may not result in an increased number of MSYs for the program.

1. **Full-time.** VM may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of requests.

Health care or childcare costs are not available for less than full-time members. Subrecipients may not transfer currently enrolled full-time members to a less than full-time status simply to provide a less than full-time education award.

2. **Less than Full-time.** CNCS discourages changing less than full-time members to full-time because it is very difficult to manage, unless done very early in the member's term of service. State Commissions may authorize or approve such changes so long as the program's current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within the program year.
3. **Refilling Member Positions.** With the exception of subrecipients whose awards have special award conditions under 2 CFR §§ 200.207 or 200.338, AmeriCorps State and National programs that have fully enrolled their awarded member slots are allowed to replace any member who terminates service before completing 30 percent of his/her term *provided that the member who is terminated is not eligible for and does not receive a pro-rated education award*. Programs may not refill the same member position more than once.

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

- a. Total AmeriCorps enrollment reaches 97 percent of awarded positions; or
- b. The number of refills reaches five percent of awarded positions.

- D. **Formula and State Competitive Award Member Position Transfers.** State commissions are allowed to transfer member positions among their state formula and competitive subrecipients within a given prime grant in order to maximize enrollment and cost effectiveness without prior CNCS approval. State commissions may not transfer member positions between competitive and formula subrecipients, or vice-versa. State Commissions may not transfer funds among their competitive subrecipients.
- E. **Notice to Childcare and Healthcare Providers.** The subrecipient must immediately notify CNCS's designated agents, in writing, when a member's status changes that affects eligibility for childcare or healthcare.

## VIII. RELEASE FROM PARTICIPATION

- A. Subrecipients may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 CFR §2522.230 for requirements. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the subrecipient, consistent with the criteria listed in 45 CFR § 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for a non-compelling personal circumstance, such as when the individual is leaving to go to school) is considered non-compliance with award requirements and may result in disallowed costs and other remedies for non-compliance. The subrecipient should retain the documentation supporting its determination that release for compelling personal circumstances is warranted.
1. **Compelling Circumstances.** The subrecipient is responsible for determining whether a member's personal circumstances are sufficiently compelling to justify release on this basis. If a subrecipient releases a member for compelling personal circumstances, the subrecipient may elect either to authorize a pro-rated education award or temporarily to suspend service. If a term of service is temporarily suspended, the member will not accrue service hours or receive benefits during this time period. In order to be eligible for a pro-rated education award, a



member must have served a minimum of 15% of his or her term of service. CNCS's policy is that generally the compelling circumstance must be beyond the member's control. Compelling personal circumstances include those that are beyond the member's control, such as, but not limited to:

- a. A member's disability or serious illness;
- b. Disability, serious illness, or death of a member's family member if this makes completing a term unreasonably difficult or impossible; or
- c. Conditions attributable to the program or otherwise unforeseeable and beyond the member's control, such as a natural disaster, a strike, relocation of a spouse, or the nonrenewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible.

Compelling personal circumstances also include those that CNCS has, for public policy reasons, determined as such, including:

- a. Military service obligations;
- b. Acceptance by a member of an opportunity to make the transition from welfare to work; or
- c. Acceptance of an employment opportunity by a member serving in a program that includes in its approved objectives the promotion of employment among its members.

If a member leaves AmeriCorps service for any of the reasons noted above and the subrecipient determines that the member has served at least 15% of his or her service (255 hours for full-time service), the member may be eligible for a portion of the education award corresponding to the period served.

Compelling personal circumstances do not include leaving a program:

- a. To enroll in school;
- b. To obtain employment, other than in moving from welfare to work or in leaving a program that includes in its approved objectives the promotion of employment among its members;
- c. Because of dissatisfaction with the program; or
- d. Late enrollment into the program.

If the member resigns for any of these reasons or other reasons that are within his or her control, the individual should receive no portion of the AmeriCorps education award.

However, if the member may be eligible for a release due to compelling personal circumstances, the member has the primary responsibility for requesting same from the subrecipient and demonstrating and providing documentation that compelling personal circumstances prevent the member from completing the term of service. Subrecipients must make these determinations based on these criteria and documentation provided by the member, and maintain documentation on file which supports the subrecipients decision.

2. **For Cause.** A release for cause encompasses any circumstances other than compelling personal circumstances that warrant a member's release from completing a term of service. The subrecipient may release a member for cause according to the conditions of CNCS and the member's contract. A subrecipient must release a member for cause if the member is convicted of a violent felony or the sale or distribution of a controlled substance during a term of service. If the member is charged with a violent felony or the sale or distribution of a controlled substance or convicted of the possession of a controlled substance, the subrecipient must suspend the member without any AmeriCorps benefits, including living allowance, and without receiving credit for hours missed.

**FAQ C.29:** As stated in the AmeriCorps regulations, any individual released for cause who thereafter applies to serve in any AmeriCorps program must disclose the fact that he/she was released for cause to the program to which the individual is applying. Failure to disclose that the individual was released for cause from another AmeriCorps program will make the individual ineligible to receive the AmeriCorps education award.

***In addition to the regulations, the following applies:***

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

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

Requirements related to member living allowances and benefits are in 45 CFR §§ 2522.240 and 2522.250. In addition, subrecipients must ensure that the following procedures are followed:

- A. Living Allowance Distribution.** A living allowance is not a wage. Subrecipients must not pay a living allowance on an hourly basis. Subrecipients should pay the living allowance in regular increments, such as monthly, weekly, or bi-weekly. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when the member's service ceases.

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

### **B. VM LIVING ALLOWANCE PAYMENT SCHEDULE FOR 2019-2020.**

Prior to program start up, a program may request to operate an 11-month (or other) member service year. If this request was approved by MCVS, the examples provided below should be revised for the specific member service year as approved.

Members serving in a 12-month service year receive 1/12 of the annual amount each month served; full time AmeriCorps members would receive 1/12 of the program's approved budget living allowance (example: \$13,992 annual/\$1,166 monthly gross), based on the criteria below. For example, a full time AmeriCorps member enrolling on October 1 (in a program which starts September 1 and ends August 31) will receive 11/12 of the total \$13,992 living allowance (\$12,826) (*see B.2.a. below*). The member will receive a living allowance only for the 11 months which he/she has served with the program. A full time AmeriCorps member enrolling on October 16 (in a program which starts September 1 and ends August 31) will receive 10.5/12 of the total \$13,992 living allowance (\$12,243) due to his/her October 16th start date. (*See B.2.b. below.*)

All member contracts must specify the member's start and end dates of service, the number and type of pay periods per month (*monthly, weekly, biweekly*), specific dates of each payment, and the

amount to be received per pay period. All member contracts must also specify the minimum number of service hours per pay period required and stipulate conditions under which the living allowance is paid and what the member should do if a period occurs in which no hours are served.

1. Unless a program has requested a member service year other than a 12-month service year, all living stipends must be prorated on a 12 month basis: Example: \$13,992/12 months = \$1,166 month gross.
2. Members enrolling in the program will receive the following living allowance:
  - a. All members enrolled *on or before the 15<sup>th</sup> of each month* will receive a full monthly living allowance (\$1,166 gross) regardless of their date of enrollment.
  - b. All members enrolled *after the 15<sup>th</sup> of each month* will receive ½ (one-half) of the monthly living allowance (\$583).
3. Members exiting the program will receive the following living allowance:
  - a. All members exiting *on or before the 15<sup>th</sup> of each month* will receive ½ (one-half) of the monthly living allowance (\$583).
  - b. All members exiting *after the 15<sup>th</sup> of each month* will receive a full monthly living allowance (\$1,166 gross) regardless of their exit date with the program.

**C. Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if, for example, he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

**D. Taxes and Insurance.**

1. **Liability Insurance and/or Worker's Compensation.** The subrecipient is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities. If members cannot be covered under the subrecipient's current Worker's Compensation Plan/Policy, subrecipients must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or accidents.
2. **FICA (Social Security and Medicare taxes).** Unless the subrecipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the subrecipient must pay FICA for any member receiving a living allowance. The subrecipient also must withhold 7.65% from the member's living allowance.
3. **Income Taxes.** The subrecipient must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The subrecipient must comply with any applicable state or local tax requirements.
4. **Unemployment Insurance.** AmeriCorps members are not eligible to receive unemployment compensation during their term of service or upon exiting the program. No unemployment taxes should be withheld from any member's living allowance during his/her term of service.

Any AmeriCorps member who receives a living allowance/monetary compensation through this program must terminate receipt of unemployment benefits or provide documentation from the MS Employment Security Commission that he/she is eligible to continue receiving unemployment insurance during his/her term of service.

The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for members because no employer-employee relationship exists. The Mississippi Employment Security Commission further affirmed the DOL Ruling through an opinion rendered in April, 1998, that AmeriCorps members are not considered employees based on their status as members receiving living stipends.

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

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

Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less than full-time members serving in a full-time capacity): staying on parents' or spouse plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance obtained through private insurance broker; Medicaid, Medicare or military benefits. AmeriCorps programs purchasing their own health insurance for members must ensure plans are minimum essential coverage (MEC) and meet the requirements of the Affordable Care Act.

On May 2, 2014 the U.S. Department of Health and Human Services (HHS) announced a Special Enrollment Period (SEP) for members in AmeriCorps State and National programs, who are not provided health insurance options or who are provided short-term limited duration coverage or self-funded coverage not considered MEC. Members in the AmeriCorps State and National programs and their dependents in the Federally-facilitated Marketplace (FFM) are eligible to enroll in Marketplace coverage when they experience the following triggering events:

- On the date they begin their service terms; and
- On the date they lose any coverage offered through their program after their service term ends. (Source: 45 CFR § 155.420(d)(9)).

Members have 60 days from the triggering event to select a plan. Coverage effective date is prospective based on the date of plan selection. A copy of the HHS Notice, which provides instructions on how to activate the special enrollment period is available at <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/SEP-and-hardship-FAQ-5-1-2014.pdf>. Members can also visit [healthcare.gov](https://www.healthcare.gov/glossary/special-enrollment-period/) for additional information about special enrollment periods: <https://www.healthcare.gov/glossary/special-enrollment-period/>

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

6. **Administration of Childcare Payments.** In general, CNCS will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, [45 CFR § 2522.250](https://www.law.cornell.edu/cfr/text/45/2522.250), <https://www.law.cornell.edu/cfr/text/45/2522.250>. CNCS will not cover childcare costs for members who serve on a less than full-time basis for a sustained period of time, or who have ceased serving or who are serving in a Professional Corps program. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Subrecipients that choose to provide childcare and will claim the costs of childcare as matching costs, as approved in their budget, may contact the childcare contractor for technical assistance. The criteria for member eligibility are contained in [45 CFR § 2522.250](https://www.law.cornell.edu/cfr/text/45/2522.250). < <https://www.law.cornell.edu/cfr/text/45/2522.250> >. Also see the FAQs, (<https://www.nationalservice.gov/sites/default/files/upload/policy%20FAQs%207.31.14%20final%20working%20hyperlink.pdf>) for more detailed information on administering childcare and healthcare benefits.
7. **Notice to Childcare Benefit Administrator and Providers.** The subrecipient must notify CNCS's designated agents in writing within five business days after a member's status changes in a manner that affects the member's eligibility for childcare. After five days, the subrecipient will be liable for any erroneous payments made to a childcare provider for an AmeriCorps member ineligible to receive AmeriCorps childcare benefits. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis, terminating or releasing a member from service, suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member and/or any other change in the member's service status that could have an impact on childcare benefit eligibility. Program directors should contact the childcare provider on childcare related changes.

## **X. MEMBER RECORDS AND CONFIDENTIALITY**

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

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

- a. Sufficient prevention of unauthorized alterations or erasures of records;
- b. Effective security measures to ensure that only authorized persons have access to records;
- c. Adequate measures designed to prevent physical damage to records; and
- d. A system providing for back-up and recovery of records; and

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

- a. Storage of the records in a physically accessible location;
- b. Clear and accurate labeling of all records; and

c. Storage of the records in a usable, readable format.

**B. Verification of Eligibility.** Unless an individual's social security number and citizenship are verified through the My AmeriCorps Portal, the subrecipient must obtain and maintain documentation as required by 45 CFR § 2522.200(c). Programs that receive notice where one of their members was not verified – either the member's social security number or their citizenship was not verified – must provide the requested documentation to CNCS or they will not be able to enroll the member in the program.

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

A consistent practice for documenting eligibility should:

- Confirm/verify the identity of the applicant.
- Identify the specific original document reviewed.
- Identify the eligibility criterion or criteria that the document confirms.
- Include any identification number for the document reviewed.
- Include the signature of the reviewer confirming the review and the date of the review.

Please be aware that any audit will include a review of the subrecipient's process of verifying the identity of the individual, and identifying, reviewing, and maintaining a record of the review of age and citizenship eligibility documents. It is the program's responsibility to ensure that social security number and citizenship status of all members have been verified on the My AmeriCorps portal, and to maintain a printout of the verification in each member's file.

Tutoring programs must maintain documentation in each applicable member file that each member meets CNCS Tutor requirements.

**C. Confidential Member Information.** The subrecipient must maintain the confidentiality of information regarding individual members. The subrecipient must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Subrecipients may release aggregate and other non-identifying information, and are required to release member information to CNCS and its designated contractors. The subrecipient must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this award.

## **XI. National Service Criminal History Check.**

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. See 45 CFR §§ 2540.200-2540.207 and <http://www.nationalservice.gov/resources/criminal-history-check> for complete information and FAQs. The law requires subrecipients 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.

The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.200 - .207. See also [<https://www.nationalservice.gov/resources/criminal-history-check>] for more information on how to correctly conduct and document the NSCHC.

You must maintain documentation of the NSCHC, including the results or summary of the component checks. Failure to adhere to the NSCHC requirements may result in sanctions, including disallowance of all or part of the costs associated with the non-compliance or other remedies that may be legally available (see 2 CFR § 200.338).

Unless CNCS has provided a subrecipient with a written exemption or written approval of an alternative search procedure, subrecipients 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. TrueScreen: 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 FieldPrint: A fingerprint-based FBI criminal history check.

Under § 2540.204(b), it is not necessary to perform an additional National Service Criminal History Check on an individual who serves consecutive terms of service with the same grantee when the break in service does not exceed 120 days, as long as the original check is a compliant check for the covered position in which the individual will be serving or working following the break in service. Subgrantees must conduct a National Service Criminal History Check on individuals in covered positions who, on or after April 21, 2011, begin work or start service (1) following a break in service exceeding 120 days or (2) with a new grantee.

**All components of the NSCHC must be completed and adjudicated prior to any member being enrolled into the program and/or earning any hours.**

The National Service Criminal History Check Enforcement Action (Guide) describes what constitutes National Service Criminal History Check (NSCHC) noncompliance, potential administrative consequences for noncompliance, and how and when to implement specific administrative corrective action or enforcement for NSCHC noncompliance.

<https://www.nationalservice.gov/sites/default/files/documents/NSCHC%20Enforcement%20Guide%20Effective%207-1%2020508.pdf>

**Each program must have a written criminal history check procedure, approved by VM, and the program must adhere to its procedure.** The program's criminal history check procedure must be compliant with CNCS requirements as set forth in

[https://www.nationalservice.gov/sites/default/files/documents/Using%20Fieldprint%20and%20Truescreen%20Manual\\_1.pdf](https://www.nationalservice.gov/sites/default/files/documents/Using%20Fieldprint%20and%20Truescreen%20Manual_1.pdf)

## **XII. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING**

All subrecipients must complete CNCS's 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: <https://cncsonlinecourses.litmos.com>. Please use the link

<http://cncsonlinecourses.litmos.com/self-signup/> and token code CNCS-Litmos to set up your Litmos account. Each subrecipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the subrecipient. The subrecipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration



of the certificate. Grant subrecipients must provide VM with a copy of the certificate and should save certificates of completion from each year as grant records.

### **XIII. BUDGET AND PROGRAMMATIC CHANGES**

The subrecipient must first obtain the prior written approval of VM before making any budget or programmatic changes. Any programmatic, personnel and/or budget change requests must be received by VM prior to two months before the program end date. The program may request an exception after that date if the request is documented to be a result of an extenuating circumstance.

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. In addition to the required prior approval for changes in key personnel identified in the budget, the subrecipient must also notify VM of any changes in the senior leadership of the subrecipient and any changes in any positions which are not included in the approved budget, but which involve leadership oversight of the activity under this award.

All changes must be submitted on the VM Grant Change Request Form and will only be effective, if approved by VM, from the date approved by VM and specified as approved on the form. VM will not back date any requests. VM will notify the subrecipient on action taken on requested changes in a timely manner.

**All Grant Change Request Forms should be mailed or emailed to the attention of Judy Stein, [judy@volunteermisissippi.org](mailto:judy@volunteermisissippi.org)**

Failure to comply with these procedures will result in denial of all payments that are different from the approved budget.

**A. Programmatic Changes.** The subrecipient must first obtain the prior written approval of VM before making any of the following changes:

1. Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;
2. Substantial changes in the level of member supervision;
3. Entering into additional subawards or contracts for AmeriCorps activities funded by the award, but not identified or included in the approved application and award budget;
4. Changes in any program personnel; and
5. Any proposed slot changes.

**Disaster:** In the event of a an officially-declared state or national disaster at member service sites resulting in members being unable to serve at their assigned service site(s), the program may make a request to VM that members be assigned to disaster-related services. If VM concurs with the program’s request it will forward request to the CNCS AmeriCorps Program Office. As soon as practicable, subrecipients making disaster-related programmatic changes must discuss the recordkeeping, member activities, performance measure adjustments, and other AmeriCorps award requirements with the AmeriCorps Program Office through VM. VM and/or CNCS reserve the right to limit or deny disaster-related programmatic changes, including disallowing costs associated with the disaster related activities.

**B. Changes to Negotiated Performance Measures.**

CNCS expects that programs will maintain a consistent program design for the duration of the three-year project period; however, we recognize that, on occasion, some programmatic changes



are necessary. Although in most cases the applicant will be held to the performance measures as outlined in their approved grant application (the clarification or revision period during the application process was the correct time for the applicant to fix most performance measure issues), should a subrecipient desire to revise performance measures:

1. Subrecipients must request and receive approval from the VM/CNCS prior to making a significant change to performance measures. A significant change may occur in the following types of circumstances, but is not limited to:
  - a. Refining the performance measure based on experience so that goals become more realistic and manageable.
  - b. Replacing a measure related to one issue area with one related to an entirely different issue area (i.e., replacing an objective related to health with one related to the environment).
  - c. Redefining the service performed by individuals under the award (i.e., tutoring adults in English as opposed to running an after-school program for third-graders).
  - d. Eliminating an activity due to a failure to secure necessary matching funding (i.e., a program to train community volunteers was dependent on private funding).
2. Subrecipients must submit a grant change request which clearly justifies the request to revise any part of the approved performance measure(s).

#### **C. Budgetary Changes.**

The subrecipient must obtain the prior written approval of VM and, in some cases, the CNCS's Office of Grants Management, before deviating from the approved budget in any of the following ways:

1. Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal awards at 2 CFR Part 200 and 2205. Certain cost items in 2 CFR Parts 200 and 2205 require approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.
2. Purchases of Equipment over \$5,000 using award funds, unless specified in the approved application and budget.
3. Unless the Corporation share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10% or more of the total budget must be approved in writing in advance by VM and, if approved, will be forwarded by VM to CNCS for final approval. The total budget includes both the Corporation and subrecipient shares.
4. Changes to cumulative budget line items that are less than 10% must be approved by Volunteer Mississippi.
5. Any request to move funds within categories does not require a grant change request form; **however, you must submit a request via e-mail to the VM Grants Officer <[ocupstid@ihl.state.ms.us](mailto:ocupstid@ihl.state.ms.us)>.** Approval or denial of each request will be provided by VM via email response.
6. Although subrecipients do not have to seek prior approval from CNCS for transferring funds from Member Support Costs into Program Operating Costs, subrecipients should be aware that substantial reallocation from member support to program operating costs indicates that the program is not recruiting and retaining members. This could be a factor during re-competition and could result in decreases in allotted MSYs in continuation grants.

#### **D. Approvals of Programmatic and Budget Changes.** VM will work with a subrecipient and the CNCS Office of Grants Management on proposed grant changes as appropriate.

1. If a request requires CNCS approval CNCS's Grants Officers are the only officials who have the authority to alter or change the terms and conditions or requirements of the award. The Grants Officers will execute written amendments, and subrecipients should not assume approvals have been granted unless documentation from the Grants Office has been received.

Programmatic changes also require final approval of CNCS's Office of Grants Management after written recommendation for approval is received from the Program Office.

2. If a request does not require CNCS approval subrecipients should not assume VM has approved the grant change request unless documentation from VM has been received.

- E. There is a possibility that grant change requests submitted by subrecipients that are not up to date on reimbursement requests and/or not on track to meet required match will be denied.

#### **XIV. REPORTING REQUIREMENTS**

- A. Subrecipient Progress Reports.** Each subrecipient must submit an online progress report to VM three times a year. Failure to comply with requirements may result in delayed or non-payment of funds.

1. All subrecipients must establish, track, and evaluate performance measures for their programs. Subrecipients must:
  - a. establish performance measures in consultation with the Corporation or VM, as appropriate.
  - b. collect and organize performance measure data on an ongoing basis.
  - c. track progress toward meeting performance goals.
  - d. account for shortfalls in measured performance by explaining why they occurred and providing plans for responding to the shortfalls.
  - e. include clear results in progress and final reports by deadline(s).

<b>Progress Report Due Date:</b>	<b>Covering the Period:</b>
<b>January 15, 2020</b>	<b>Program start through December 31, 2019</b>
<b>April 15, 2020</b>	<b>January 1 through March 30, 2020</b>
<b>15 days after program end date</b>	<b>April 1, 2020 through program end date and compilation of program year.</b>

- B. Monthly Corps Hour status.** By the 15<sup>th</sup> of each month the subrecipient must ensure all member hours from the previous month have been entered into the appropriate online reporting system and approved by program staff. Service activities must be included and must align with program goals and objectives. Online reporting system must include the following information:

- Member Name
- enrollment (start) date
- exit (end) date (if/when applicable)
- type of position (full, reduced full, half, reduced half, quarter, minimum)
- Total Hours (should include category breakouts of all required hours: training hours, service hours, fundraising, etc.)
  - targeted hours for service year
  - monthly hours earned (for each breakout)
  - remaining balance
- Year-to-date totals and percentages for all categories

- C. Criminal History Check compliance tracking.** By the 15<sup>th</sup> of each month the subrecipient must ensure all member data regarding criminal history checks has been entered into the online reporting system, is correct, and is up-to-date.

Programs must ensure that all criminal history checks have been completed and all results received and adjudicated before members or covered staff's start date. See

[https://www.nationalservice.gov/sites/default/files/documents/NSCHC\\_manual\\_final\\_11-15-18\\_508.pdf](https://www.nationalservice.gov/sites/default/files/documents/NSCHC_manual_final_11-15-18_508.pdf) for more guidance on NSCHC.

- D. Programmatic and Financial Closeout.** The VM annual program closeout includes two sets of procedures: one set of requirements for closing out programmatic activities and one set for finalizing financial closeout. Instructions and/or forms to be completed for programmatic and financial closeout will be provided to programs in a timely manner, and all documents are due to VM no later than 15 days after the program end date.

Programmatic closeout procedures include submission of the program's final progress report and successfully documenting: progress toward approved performance measures, member files are complete, all members were eligible to serve, and completion of member service terms.

Financial closeout includes submission of the program's final reimbursement request, an equipment inventory and an inventory of residual supplies.

- E. Reporting Other Federal Funds.** The subrecipient shall report the amount and sources of federal funds, other than those provided by CNCS claimed as matching funds. This includes other federal funds expended by subrecipients and operating sites and claimed as matching funds. This information shall be reported annually on the Other Federal Forms document due October 15, 2020 or at the time the final financial report is submitted if the final report is due prior to October 15, 2020.

- F. Requests for Extensions.** Each subrecipient must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of VM, that are legitimately beyond the control of the subrecipient, and 2) VM receives a written request explaining the need for an extension before the due date of the report.

- G. Evaluation and Data Collection.** The subrecipient must adhere to CNCS requirements, the Evaluation and Data Collections Plans submitted by the subrecipient and approved for this award, and funds allotted by the subrecipient for evaluation and data collection purposes in its approved budget narrative.

The evaluation requirements differ depending on the amount of the grant, as described in 45 CFR §2522.700-710:

- If the applicant is a State/Territory subgrantee and/or National Direct Grantee (other than an Education Award Program grantee), and its average annual CNCS program grant is \$500,000 or more, it must arrange for an external impact evaluation of the program (see Mandatory Supplemental Guidance), and it must submit the evaluation with any subsequent application to CNCS for competitive funds as required in 45 CFR §2522.730  
<<https://www.law.cornell.edu/cfr/text/45/2522.730>>
- If the applicant is a State/Territory subgrantee and/or National Direct Grantee whose average annual CNCS program grant is less than \$500,000, or an Education Award Program Grantee, it must conduct an internal or an external evaluation of the program, and it must submit the evaluation with any subsequent application to CNCS for competitive funds as required in 45 CFR §2522.730 < <https://www.law.cornell.edu/cfr/text/45/2522.730> >

*See also Section XVIII. B.7 and B.9. regarding reimbursement requests.*

**XV. AWARD PERIOD AND INCREMENTAL FUNDING**

For the purpose of the award, a project period is the complete length of time the subrecipient is proposed to be funded to complete approved activities under the award. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a subrecipient's approved activities and budget. The project period and the budget period are noted on the award document.

Unless otherwise specified, competitive awards cover a three-year project period. Formula awards cover a one-year project period. Funding for years two and three for all subrecipients is contingent upon:

- satisfactory performance,
- the subrecipient's demonstrated capacity to manage an award and comply with award requirements,
- successful implementation of the program,
- proper fiscal management,
- appropriate member support and training,
- program enrollment, retention and attrition rates,
- timely and accurate submission of reports,
- successful implementation of continuous improvement feedback from VM and the Corporation,
- plans for the continuation year,
- the availability of Congressional appropriations, and
- compliance with additional submission requirements issued by VM and the Corporation.

CNCS and/or VM reserve the right to adjust the amount of an award, or elect not to continue funding for subsequent years.

**XVI. PROGRAM INCOME** includes fees from services performed under the award, and income from sale of commodities or items fabricated under a grant agreement. Revenue the subrecipient receives from sources to support the program that doesn't directly result from program activities is not program income. If the program receives program income the subrecipient must complete and include the Program Income Report provided by VM in its monthly reimbursement packet.

1. **General.** Income, including fees for service earned as a direct result of the award-funded program activities during the award period, must be retained by the subrecipient and used to finance the award's non-CNCS share.
2. **Excess Program Income.** Program income earned in excess of the amount needed to finance the subrecipient share must follow the appropriate requirements of 2 CFR Part 220 and be deducted from total claimed costs. Subrecipients that earn excess income must specify the amount of the excess in the comment box on the financial report.
3. **Fees for Service.** When using assistance under this award, the subrecipient may not enter into a contract for or accept fees for service performed by members when:
  - a. The service benefits a for-profit entity,
  - b. The service falls within the other prohibited activities set forth in these award provisions, or
  - c. The service violates the provisions of 45 U.S.C. § 12637 - Non-duplication and Non-displacement. (See also [http://www.nationalservice.gov/pdf/08\\_0623\\_natcon\\_ac\\_income.pdf](http://www.nationalservice.gov/pdf/08_0623_natcon_ac_income.pdf))

## **XVII. LIABILITY AND SAFETY ISSUES**

The subrecipient 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. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines insurance costs are allowable.

## **XVIII. GENERAL TERMS AND CONDITIONS**

### **A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION**

- 1. Accountability of the Subrecipient.** The subrecipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of CNCS and VM. The subrecipient is accountable to VM for its operation of the AmeriCorps program and the use of CNCS award funds. The subrecipient 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 subrecipients are encouraged to seek the advice and opinion of VM on special problems that may arise, such advice does not diminish the subrecipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to VM or CNCS.
- 2. Subawards.** If authorized by law and permitted by CNCS/VM, a subrecipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The subrecipient 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 subaward and service site has agreed to comply, and is complying, with award requirements.
- 3.** VM, as the recipient of a Federal award, as a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR §200.331, §200.207, §200.338, and 2 CFR Part 200 Subpart F.
- 4. Notice to VM.** The subrecipient will notify the VM AmeriCorps Senior Program Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or subrecipient. The subrecipient will inform the VM Program Officer about the corrective action taken or contemplated by the subrecipient and any assistance needed to resolve the situation. Subrecipients should also ensure that they comply with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in Section XVIII.E. VM staff will forward this information to the appropriate CNCS Program or Grants Officer.

### **B. FINANCIAL MANAGEMENT STANDARDS**

- 1. General.** The subrecipient must maintain financial management systems that comply with 2 CFR §200.332(b). 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, or administrative costs. For all subrecipient's financial management requirements and responsibilities, refer Subparts D and E of 2 CFR Part 200.

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 of amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the subrecipient, 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. **Consistency of Treatment.** To be allowable under an award, costs must be consistent with policies and procedures that apply uniformly to both federally financed and other activities of the organization. Furthermore, the costs must be accorded consistent treatment in both federally financed and other activities, as well as between activities, supported by different sources of federal funds.
4. **Audits.** Subrecipient 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 subrecipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A subrecipient that does not expend \$750,000 in Federal awards is exempt from audit requirements for that year. However, it must continue to conduct financial management reviews and records must be available for review and audit in accordance with 2 CFR §§ 200.333-200.337 and § 200.331(a)(5). Additionally, VM, acting as a pass-through entity, must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipients as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

Each subrecipient must have an annual audit or financial management review as appropriate conducted by an independent auditor that determines:

- a. if the organization's financial statements presents the organization's and the program's financial position fairly;
  - b. if the organization has the internal control structure to ensure that the program is managing the award in accordance with the applicable federal laws and regulations; and
  - c. if the program has complied with applicable laws and regulations that may have a direct and material effect on the program's financial statement.
5. **Bankruptcy.** The subrecipient must notify CNCS if, during the term of its award, the subrecipient becomes insolvent or is unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.
  6. **Source Documentation.** The subrecipient must maintain adequate supporting documents for its expenditures (federal and non-federal) and in-kind contributions made under this award. Costs must be shown in books or records—e.g., a disbursement ledger or journal—and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, in-kind voucher, staff timesheet, or similar document. Copies of source documentation are required for monthly reimbursement submission to VM.

**7. Payments Under the Award and VM Reimbursement Procedure.**

- a. Cost-reimbursement payments.** The subrecipient may receive payments of award funds provided the subrecipient meets the financial management standards specified by MCVS and 2 CFR § 200.305 < <https://www.law.cornell.edu/cfr/text/2/200.305> >. The amount of funds requested by the subrecipient must equal actual monthly expenditures.
- b. Reimbursement policy.** VM Monthly Cost Reimbursement Requests must be completed monthly and signed by the authorizing official or the authorized financial officer of the legal applicant of the award. The reimbursement request and all supporting documentation must be received by VM no later than the 15th of each month--e.g. September, 2019 reimbursement must be submitted to VM no later than October 15th, 2019. Failure to provide supporting documentation (copy of monthly general ledger, invoices/receipts, staff time sheets or time and effort reports, member payroll information, travel forms, in-kind documentation, etc.) will result in payment delays and/or non-payment.
  - i. VM reserves the right to change the subrecipient's Monthly Reimbursement if sufficient documentation is not received or the expenditure is determined to be an unallowable cost. Monthly reimbursement checks will reflect all revisions made by VM, and VM will provide to the subrecipient, in writing, a detailed description of any changes made by VM.
  - ii. The approved award application contains the approved budget for the subrecipient agency. The federal and match amounts under each section must be met in the percentages stated (both for federal and match funds). Failure to meet the required approved percentages will result in the pro-rating of the subrecipient's federal expenditures to ensure compliance with the approved budget percentages.

**8. Equipment and Supplies Costs.**

Equipment and supplies will be handled in accordance with 45 C.F.R. 2541 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or with 45 C.F.R. 2543 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

- a. Definition of equipment.** For purposes of this clause, “equipment” is defined as tangible non-expendable personal property having a useful life of more than one year and an acquisition cost of \$5000 or more per unit (including accessories, attachments, and modifications).
- b. Definition of supplies.** Consumable supplies and materials, including member service gear and equipment, that does not fit the “equipment” definition above.
- c. Allowable equipment purchases.** Equipment and supplies are allowable as a direct cost under the award if the items were specifically provided for in the approved budget. The subrecipient will assure that each purchase of equipment or supplies:
  - i. is necessary, reasonable, and cost-effective in meeting the award objectives;
  - ii. does not duplicate other equipment that is reasonably available and accessible to the subgrantee; and
  - iii. is purchased in accordance with standard subrecipient practices.
- d. Title to equipment.** Unless otherwise specified, title to equipment acquired by the subrecipient with AmeriCorps award funds vests in the Grantor. VM and CNCS reserve

the right to transfer title to the federal government or to a third party named by CNCS or VM upon completion of the award. VM requires all programs to complete an equipment inventory list detailing all purchases made with AmeriCorps federal award funds. Inventory forms will be sent to all programs by VM with program/financial closeout instructions and must be completed within 15 days of program end date. VM and CNCS will issue disposition instructions within 120 calendar days after the end of CNCS support of the project for which it was acquired. Any item purchased with federal funds that has a current fair market value of \$5,000 or more must be tagged by the subrecipient and included on the subrecipient's inventory list which is submitted to VM at the end of the award.

- e. **Conditions of use.** The subrecipient will use the equipment in the Program for as long as needed, whether or not the Program continues to be supported with Federal funds. If multiple uses will not interfere with Program needs, the subrecipient shall make the equipment available for use in other activities supported by VM or by other federal agencies. When no longer needed for the Program, the subrecipient may use the equipment in connection with other activities sponsored by VM and CNCS, or if inapplicable, with other federally-sponsored activities.

#### **9. Staff Time and Attendance Records.**

- a. Except as provided in (b) and (c) below, salaries and wages charged directly to this award or charged to matching funds must be supported by signed time and attendance records for each individual employee, regardless of position, and by documented payrolls approved by a responsible official of the subrecipient. Except as provided in (b) and (c) below, salaries and wages chargeable between this award and other programs or functions of the subrecipient organization must be supported by signed time and attendance records for each individual, regardless of position, appropriately distributing the individual's time to the different programs or functions. America Learns printouts of staff timesheets, showing a clear trail of approvals, must be included in each monthly reimbursement request.
- b. Educational institutions are not required to support charges for salaries and wages with signed time and attendance records for professorial and professional staff if they are in compliance with the criteria in 2 CFR, Part 220 for acceptable methods of documenting the distribution of charges for personal services. However, AmeriCorps program staff salaries and wages charged directly to this award or charged to matching funds must be supported by signed time/attendance and activity records for each individual employee, regardless of position, and by documented payrolls approved by a responsible official of the subrecipient.
- c. State, Local, and Indian Tribal governmental units are not required to support charges for salaries and wages with signed time and attendance records if they are in compliance with the standards of 2 CFR, Part 225 for the support and documentation of salaries and wages.

#### **C. MATCHING REQUIREMENTS**

See 45 C.F.R. §§2521.35 – 2529.95 for the AmeriCorps matching requirements. Subrecipients must also refer to 2 CFR, Parts 220, 225, 230 and OMB Circular A-102 [and its implementation regulation (45 C.F.R. §2543) or 2 CFR, Part 215 (45 C.F.R. §2541)], as applicable, for additional requirements related to allowable kinds and sources of match and match documentation requirements.

- 1. **Matching Obligation.** The subrecipient must provide and account for the matching funds as agreed upon in the approved application and budget. All programs are encouraged to raise some funds from the private sector, i.e., non-federal funds.



If the subrecipient's approved budget uses federal funds as match for an AmeriCorps grant, the subrecipient must provide VM the other federal agency's written approval to use their federal funds as match for the AmeriCorps grant.

2. **Exception for Donated Professional Service.** Because the purpose of this award is to enable and stimulate volunteer community service, the subrecipient may not include the value of direct community service performed by volunteers. However, if included as match in the approved budget, the subrecipient may include the value of volunteer services contributed to the organization for organizational functions such as accounting, audit work, training of staff, and AmeriCorps Programs.

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

CNCS's Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of CNCS's programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends disallowing costs and also recommends amending or adding 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 State Commissions **and subrecipients**, as well as legally required audits and reviews. The legally required audits include evaluating CNCS's compliance with the Improper Payments Elimination and Recovery Act (IPERA) which may result in state commissions and/or subrecipients being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from CNCS management, to select state commissions, subrecipients and awards for audit. The OIG hires independent 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.

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

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

Subrecipients must contact the OIG and the VM Program Officer without delay when they first suspect:

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

2. Fraud, waste, or abuse.
  - ☐ Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
  - ☐ 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.
  - ☐ Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

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

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

#### **F. 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. An employee of a subrecipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or award of CNCS) relating to a Federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.
3. The subrecipient shall inform its employees in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cncsoig.gov/whistleblower-protection>.

#### **G. AWARD MONITORING**

1. **Site Visits.** Pursuant to 2 CFR § 200.336, CNCS and VM may make site visits to review and evaluate subrecipient records, accomplishments, organizational procedures and financial control systems, to conduct interviews, and to provide technical assistance as necessary.
2. **Desk reviews.** VM and CNCS may conduct desk reviews to make limited verifications of subrecipient compliance with the terms of their award, conduct a review of the subrecipient's general management practices, and identify any practice or procedure that may require further scrutiny.
3. **Responding to information requests.** CNCS and VM may from time to time request documentation from subrecipients in order to monitor the award or to comply with other legal requirements, such as the Improper Payments Information Act of 2002, as amended. Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.

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

1. **Public Notice of Non-discrimination.** The subrecipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements of 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). The notice must summarize the requirements, note the availability of compliance information from the subrecipient, VM, 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 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 subrecipient)*

*or*

*Office of Civil Right and Inclusiveness*

*Corporation for National and Community Service*

*250 E. Street, SW*

*Washington, DC 20525*

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

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

The subrecipient 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 subrecipient 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 religion. Where a significant portion of the population eligible to be served needs services or information in a language other than English, the subrecipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, subrecipients 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 subrecipient must keep records and make available to VM and CNCS timely, complete and accurate compliance information to allow VM and CNCS to determine if the subrecipient is complying with the civil rights statutes and implementing regulations. Subrecipients must make available compliance information to the VM 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 subrecipient must cooperate with VM and CNCS so that VM and CNCS can ensure compliance with the civil rights statutes and implementing regulations. The subrecipient shall permit access by VM and CNCS during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.

**I. IDENTIFICATION OF FUNDING**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all subgrantees receiving CNCS funds included, shall clearly state -- (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

**J. AWARD PRODUCTS**

- 1. Sharing Award Products.** To the extent practical, the subrecipient agrees to make products produced under the 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 AmeriCorps logo shall be included on such documents. The subrecipient 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) and Volunteer Mississippi (VM) under AmeriCorps Grant No. \_\_\_\_\_. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS, VM, or the [NAME OF] AmeriCorps program.”*

**K. 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, VM may suspend or terminate assistance to a subrecipient in accordance with 2 CFR §§ 200.338 and 200.339, provided that such action complies with 2 CFR §200.341.

**L. GRANTEE PROCUREMENT**

Pursuant to the National Defense Authorization Acts for both Fiscal Years 2017 and 2018, effective June 20, 2018 and thereafter, all CNCS grant subrecipients are authorized to use a micro-purchase threshold of \$10,000 and a simplified acquisition threshold of \$250,000.

**M. 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 subrecipient that is a private entity.
  - a. You as the subrecipient under this award, and subrecipients' 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 under the award.

- b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
    - i. Violates a prohibition in paragraph (a.) of this award term; or
    - ii. Has an employee who violates 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 the subrecipient 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 (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.
- 2. Provisions applicable to a subrecipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity–
  - 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 subrecipient.
  - 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 a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third part as an in-kind contribution toward cost sharing or matching requirements.
  - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.

- ii. Includes:
  - (a.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
  - (b.) A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

**N. SYSTEM OF AWARD MANAGEMENT (SAM) and UNIVERSAL IDENTIFIER REQUIREMENTS** (Required provision under 2 CFR § 25.220)

1. Requirement for Central Contractor Registration (CCR): Unless you are exempted from this requirement under 2 CFR § 25.110, you as the subrecipient 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 Unique Entity Identifier: If you are authorized to make subawards under this award, you:
  - a. Must notify potential sub awardees that no entity (see definition in paragraph 3. of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you. *(CNCS's eGrants system requires a DUNS number.)*
  - b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
3. Definitions. For purposes of this award term:
  - a. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a subrecipient. Additional information about registration procedures may be found at the SAM Internet site (currently at [www.sam.gov](http://www.sam.gov)).
  - b. Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities. *(CNCS's eGrants system requires DUNS numbers. DUNS stands for Data Universal Numbering System (DUNS) number, a 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 subrecipient award to an eligible subawardee.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

- e. Subawardee 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.

**O. 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, of this award term (below), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) 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.fsrs.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, 2017, the obligation must be reported by no later than December 31, 2017.)
  - c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.
2. Reporting Total Compensation of Subrecipient 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/execomp.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 subawardee under this award, you shall report the names and total compensation of each of the subawardee's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
    - i. in the subawardee's preceding fiscal year, the subawardee 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 subawardee executive total compensation described in paragraph 3.a. of this award term:
  - i. To VM.
  - 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 subawardee 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 subawardee.
- 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 subrecipient award to an eligible subawardee.
    - 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. Subawardee means an entity that:
    - i. Receives a subaward from you (the subrecipient) 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 subrecipient's or subawardee'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.

**P. RETENTION OF RECORDS**

The subrecipient must retain and make available all financial records, supporting documentation, statistical records, evaluation and program performance data, member information and personnel records, for seven (7) years from the date of the submission of the subrecipient's final Federal Financial Report.

If an audit is started prior to the expiration of the 3-year funding period, the records must be retained until the audit findings involving the records have been resolved and final action taken.

**Q. CONFLICT OF INTEREST**

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

- 1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
- 2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
- 3. If you have a parent, 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.

**R. AWARD TERM AND CONDITION FOR SUBRECIPIENT INTEGRITY AND PERFORMANCE MATTERS (Required provision under 2 CFR § 200.210(b)(iii) for grants and cooperative agreements of \$500,000 or more)**

- 1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time

during the period of performance of this Federal award, then you as the subrecipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5. of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Subrecipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at

the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

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

#### **S. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)**

All subrecipients need to be prepared for potential breaches of Personally Identifiable Information, PII. OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII, and notify the Federal awarding agency in the event of a breach. If your CNCS grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to CNCS. Grantees experiencing a breach should immediately notify CNCS' Office of Information Technology, and the VM Program Officer.

#### **T. VM REQUEST FOR RECONSIDERATION PROCESS**

It is the policy of VM to develop and maintain strong relationships with all subrecipients. In furtherance of this policy, any subrecipient that feels it has been treated unjustly has the right to formally request VM to reconsider its decision without fear of coercion, discrimination or reprisal. This reconsideration request process is to be used if the subrecipient is not satisfied with the decision of VM after both parties have made an informal attempt at arriving at a mutually acceptable remedy and an impasse has been reached.

Once an impasse has been reached, the subrecipient should submit a reconsideration request as soon as possible. A reconsideration request must be submitted no later than thirty (30) days from the date of the VM initial notification of its decision which resulted in the impasse. All complaints must be in writing and contain information about the VM decision causing the subrecipient disagreement. The request for reconsideration should state the reason(s) VM should change its decision and the effect the decision has on the subrecipient. The subrecipient may respond to any reasons for the adverse decision and any informal attempts at a mutually acceptable remedy, including dates, participants, and results of discussion(s) between the parties on the decision.

A request for consideration should be addressed to:

Deputy Director, Mississippi Commission for Volunteer Service  
3825 Ridgewood Road, 2nd Floor - Jackson, MS 39211

VM will respond in writing within thirty (30) days of receipt of the request for reconsideration.

## **XIX. Grant Program Civil Rights and Non-Harassment Policy**

# **Corporation for National and Community Service**

NationalService.gov



### **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.

Harassment is unacceptable in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. Any such harassment, if identified, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or national service participant. All subrecipients of federal financial assistance, including individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. When a violation occurs, appropriate corrective action subject to regulatory procedures will take place, 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 such behavior 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; and 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; a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); or a co-worker or national service participant.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, national 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 subgrantee 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 the CNCS Equal Opportunity Program (EOP).

Discrimination claims not brought to the attention of EOP within 45 days of occurrence may not be accepted in a formal complaint of discrimination. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If another procedure is used, it does not affect the 45-day time limit. The EOP may be reached at (202) 606-7503 or eo@cns.gov.

*Barbara Stewart*

Barbara Stewart

3 - / - / 18

Date

## XX. CERTIFICATION AND AUTHORIZATION

This agreement, including the Notice of Grant Award, the approved Application for Federal Assistance, Budget, and Budget Narrative, is effective September 1, 2019 through August 31, 2020.

The subgrantee and grantor hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement, on this, the 23 day of August, 2019.

*monica ritche* 8-29-19  
Monica Ritchie, Executive Director  
Volunteer Mississippi

*[Signature]*  
Signature of Authorizing Official  
Applicant Agency

*Johnny Mayee*  
Printed Name

Legal Applicant: CITY OF LAUREL, MS  
AmeriCorps Program: LAUREL PLAYS