

## FY 2022 GENERAL GRANT AND COOPERATIVE AGREEMENT TERMS AND CONDITIONS

By accepting funds under this award from AmeriCorps<sup>1</sup>, the recipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

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<sup>1</sup> AmeriCorps is the operating name for the Corporation for National and Community Service

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## I. MAJOR CHANGES FROM THE 2021 GENERAL TERMS AND CONDITIONS

- A. Preamble: removed COVID-19 Frequently Asked Questions (FAQ) reference.
- B. Section F: updated National Service Criminal History Check requirements based on new rule effective May 1, 2021.
- C. Updated to reflect changes to the Uniform Guidance published in August 2020.
- D. Replaced references to the Improper Payments Elimination and Recovery Improvement Act with the Payment Integrity Information Act of 2019.
- E. Removed section on Grantee Procurement.

## II. GOVERNING AUTHORITIES

### A. LEGISLATIVE AND REGULATORY AUTHORITY

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. 4950 *et seq.*) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 U.S.C. §§6301-6308, and AmeriCorps' implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and AmeriCorps' 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 the agency's implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations. 2 CFR Part 200, and the August 2020 amendments thereto are incorporated into these terms and conditions by reference.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as

well as those cited in these General Terms and Conditions and Program-Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these AmeriCorps' General Terms and Conditions because they are required by specific laws or regulations.

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

1. The Notice of Grant Award and Signature Page;
2. These General Terms and Conditions;
3. The Program-Specific Terms and Conditions;
4. The Notice of Funding Availability;
5. The recipient's approved application (including the final approved budget, attachments, and pre-award negotiations); and
6. 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) AmeriCorps Program Specific Terms and Conditions, (e) AmeriCorps General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

## **III. GENERAL TERMS AND CONDITIONS**

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

1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of AmeriCorps. The recipient is accountable to AmeriCorps for its operation of the program and the use of AmeriCorps award funds. The recipient must expend award funds in a manner consistent with the cost principles in 2 CFR and in a reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of AmeriCorps on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to AmeriCorps.
2. **Subawards.** If authorized by law and permitted by AmeriCorps, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass through entities identified at 2 CFR § 200.332 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR §200.208, § 200.332, § 200.339, and 2 CFR Part 200 Subpart F.

3. **Notice to AmeriCorps.** The recipient will notify the appropriate AmeriCorps Portfolio Manager immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the AmeriCorps Portfolio Manager about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation. Recipients must also ensure that they comply with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in section III. I.

## **B. FINANCIAL MANAGEMENT STANDARDS**

1. **General.** The recipient must maintain financial management systems that comply with 2 CFR § 200.302(b). The recipient's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.
2. **Allowability of Costs.** To be allowable under an award, costs must meet the criteria of 2 CFR § 200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double charging of Federal awards (see 2 CFR § 200.403(d) and § 200.412).
3. **Cost Reporting.** Recipients will be reporting their Federal cash disbursements quarterly through the Payment Management System (PMS) at the Department of Health and Human Services and their Federal share of grant program expenditures (including indirect costs) semi- annually through AmeriCorps' eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to PMS and eGrants. As part of closing out individual awards, recipients must submit a quarterly report to PMS and ensure it reconciles to the drawn amount and FFR in eGrants as applicable within 120 days of the end of the project period. Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. *As part of its ongoing fiscal oversight of recipients, AmeriCorps*

*may randomly select recipients to provide reports supporting their Federal cash disbursements reported to PMS (including supporting information for cash disbursements made by subrecipients). AmeriCorps expects recipients' and subrecipients' financial management systems to be able to produce those supporting reports on a routine basis.*

4. **Audits.** Recipient organizations that expend \$750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.334-200.338 and §200.332(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipient as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

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

All budget and programmatic changes must comply with 2 CFR § 200.308 – Revision of budget and program plans. 2 CFR § 200.407 Prior written approval (prior approval) – provides an exhaustive list of those other items requiring AmeriCorps' advance approval.

### **D. BANKRUPTCY**

The recipient must notify AmeriCorps if, during the term of its award, the recipient or one of its subrecipients 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.

### **E. PROHIBITED PROGRAM ACTIVITIES**

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

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

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. On February 24, 2021, AmeriCorps published a new NSCHC regulation that went into effect May 1, 2021. See [45 CFR §§ 2540.200-2540.207](#) and <https://americorps.gov/grantees-sponsors/history-check> for complete information and FAQs. The law requires recipients to conduct and document NSCHCs on any person (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend or education award through a program receiving AmeriCorps funds. The NSCHC must be conducted, reviewed, and an eligibility determination made by the grant recipient based on the results of the NSCHC no later than the day before a person begins to work or serve on an NSCHC-required grant. An individual is ineligible to serve in a position that receives such AmeriCorps funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless AmeriCorps has provided a recipient with a written waiver, recipients must perform the following checks:

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

1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW) through NSOPW.gov; and
2. A name- or fingerprint-based check of the state criminal history record repository or agency-designated alternative for the person's state of residence and state where the person will serve/work; and
3. A fingerprint-based FBI criminal history check through the state criminal history record repository or agency-approved vendor.

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

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

AmeriCorps' Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of AmeriCorps' 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 AmeriCorps' programs and operations.

The OIG conducts and supervises audits of AmeriCorps recipients, as well as legally required audits and reviews. The legally required audits include evaluating AmeriCorps' compliance with the Payment Integrity Information Act of 2019, which may result in grantees being requested to

produce responsive documentation. The OIG uses a risk-based approach, along with input received from AmeriCorps management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit and can be reached at (202) 606-9390.

Recipients must cooperate fully with AmeriCorps 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.

## **H. RECOGNITION OF AMERICORPS SUPPORT**

1. **General Statement.** Recipients and subrecipients of federal agency AmeriCorps assistance or resources shall identify their programs, projects or initiatives as AmeriCorps or AmeriCorps Seniors programs or projects accordingly. All agreements with subrecipients, operating sites, or service locations, related to AmeriCorps programs and initiatives must explicitly state that the program is an AmeriCorps or AmeriCorps Seniors program.

Similarly, recipients and subrecipients shall identify all national service members or volunteers serving at their programs, projects or initiatives as either AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers or where appropriate for Volunteer Generation Fund simply “volunteers.”

2. **Visual Representations and Prominent Display.** Recipients shall identify their programs, projects, or initiatives, and their members or volunteers, through the use of visual representations, including: logos; insignias; written acknowledgements, publications and other written materials; websites and social media platforms; and service gear such as clothing. All visual representations must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide recipients technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines, to which recipients and subrecipients should refer and follow. The brand guidelines are available at [www.americorps.gov/brand-resources](http://www.americorps.gov/brand-resources).

All recipient and subrecipient websites and social media communications shall clearly state, as appropriate, that they are an AmeriCorps recipient or funded by a grant from AmeriCorps and shall prominently display the AmeriCorps or AmeriCorps Seniors logo. Recipients and subrecipients shall prominently display the AmeriCorps, AmeriCorps Seniors, or appropriate AmeriCorps Day of Service name and logo on all service gear and public materials, in accordance with AmeriCorps’ requirements. Public materials are defined in the branding toolkit.

3. **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps or AmeriCorps Seniors logo shall be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the

award. The acknowledgement and disclaimer may contain language the same as or similar to:

*This material is based upon work supported by AmeriCorps under Grant No(s) [ ].  
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, AmeriCorps.*

4. **Brand Identification Through Publicity.** Recipients shall provide information or training to their AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers, or Volunteer Generation Fund volunteers about how their programs, projects or initiatives are part of AmeriCorps. Recipients are strongly encouraged to place signs that include the AmeriCorps or AmeriCorps Seniors name and logo, or the appropriate AmeriCorps version of the Day of Service logo at all their service sites and may use the slogan “AmeriCorps Serving Here” or “AmeriCorps Seniors Serving Here,” as appropriate. When AmeriCorps members and programs or AmeriCorps Seniors volunteers and programs are publicized – including but not limited to public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels – individuals must be identified as AmeriCorps members or AmeriCorps Seniors volunteers, while programs should be identified as AmeriCorps or AmeriCorps Seniors programs or projects and, where possible, appropriate logos must be displayed.
5. **Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission.** Recipients may not alter the AmeriCorps or AmeriCorps Seniors logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo on materials that will be sold. Recipients must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in promotional materials.
6. **Prohibited Use or Display of Names and Logos for Certain Activities.** The recipient or subrecipient may not use or display the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in connection with any activity prohibited by statute or regulation, including any political activities.

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

Recipients must contact the OIG **and** their Portfolio Manager **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 AmeriCorps 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 AmeriCorps 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 AmeriCorps 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 recipient should take no further steps to investigate suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.***

## **J. 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 recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of AmeriCorps or the successful performance of a contract or award of AmeriCorps) relating to a Federal contract or award, a substantial and specific

danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.

3. The recipient shall inform its employees and contractors 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>.

## **K. LIABILITY AND SAFETY ISSUES**

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines what insurance costs are allowable.

## **L. AWARD MONITORING**

1. **Site visits.** AmeriCorps may make site visits to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.
2. **Desk reviews.** AmeriCorps may conduct desk reviews to make limited verifications of recipient compliance with the terms of their award, conduct a review of the recipient's general management practices, and identify any practice or procedure that may require further scrutiny.
3. **Responding to information requests.** Pursuant to 2 CFR 200.337, AmeriCorps may request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Payment Integrity Information Act of 2019. *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.*

## **M. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE**

1. **Public Notice of Non-discrimination.** The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and AmeriCorps, and briefly explain procedures for filing discrimination complaints with AmeriCorps.

Sample language is:

*Any benefits and terms and conditions of this program, are available to all without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service. [Grantee's name] policy and federal law prohibits reprisal for engaging in protected activity (reporting discrimination or harassment, participating in investigations of such allegations, or intervening to assist those who are subjected to prohibited behaviors), and it will not be tolerated. 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 to seek advice, contact:*

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the recipient) or  
Equal Employment Opportunity Office (EEOC)  
AmeriCorps  
250 E Street, SW  
Washington, DC 20525  
(202) 606-7503  
eo@cns.gov (email)*

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

**2. Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.

**3. Records and Compliance Information.** The recipient must keep records and make available to AmeriCorps timely, complete, and accurate compliance information to allow

AmeriCorps to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§ 200.334-200.338 and § 200.331(a)(5).

4. **Obligation to Cooperate.** The recipient must cooperate with AmeriCorps so that AmeriCorps can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by AmeriCorps 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.

## **N. 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 grantees receiving AmeriCorps 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.

## **O. AWARD PRODUCTS**

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

*“This material is based upon work supported by AmeriCorps, the operating name of the Corporation for National and Community Service, under Grant No. \_\_\_. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps or [the relevant AmeriCorps Program].”*

## **P. SUSPENSION OR TERMINATION OF AWARD**

AmeriCorps may suspend or terminate this award in accordance with 2 CFR §§ 200. 200.339 and 200.340 (85 FR 49506, 49559-60) such as applicable AmeriCorps regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.339 and 200.340, provided that such action complies with 2 CFR § 200.341. 2 CFR § 200.340(a)(2) prohibits arbitrary termination of grant awards by

AmeriCorps. As before the clarifications to 2 CFR Part 200, AmeriCorps may initiate termination for cause, or when (based on new evidence) there is a significant question about the feasibility or effectiveness of the intended objective of the award.

## **Q. TRAFFICKING IN PERSONS**

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. Provisions applicable to a recipient that is a private entity.
  - a. You as the recipient, your employees, subrecipients 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 of the award or subawards 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 you or 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 recipient 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 recipient.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
- a. “Employee” means either:
    - i. An individual employed by you or a 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 party 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).

**R. 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 recipient must maintain the currency of your information in the SAM 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 subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you. (*AmeriCorps' 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 recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://sam.gov/content/home>).
  - b. Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities. (AmeriCorps' eGrants system currently 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- 7055711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
  - a. 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.
  - b. Subaward:
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.

- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330.
- iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- c. Subrecipient means an entity that:
  - i. Receives a subaward from you under this award; and
  - ii. Is accountable to you for the use of the Federal funds provided by the subaward.

**S. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$30,000 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 \$30,000 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.fsrc.gov>.
    - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7<sup>th</sup> in a given year, the obligation must be reported by no later than the end of December.)
  - c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrc.gov> specify.
2. Reporting Total Compensation of Recipient Executives.
  - a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
    - i. The total Federal funding authorized to date under this award is \$30,000 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 subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
    - i. In the subrecipient's preceding fiscal year, the subrecipient received--
      - (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
      - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (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/execomp.htm>.)
  - b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
    - i. To the recipient.
    - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
  - a. Subawards, and
  - b. The total compensation of the five most highly compensated executives of any subrecipient.
  
5. Definitions. For purposes of this award term:
  - a. Entity means all of the following, as defined in 2 CFR Part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization;
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.
  - b. Executive means officers, managing partners, or any other employees in management positions.
  - c. Subaward:
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.331).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  - d. Subrecipient means an entity that:
    - i. Receives a subaward from you (the recipient) under this award; and
    - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
  - e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR §229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
    - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **T. CONFLICT OF INTEREST**

You must disclose in writing any potential conflict of interest to your AmeriCorps Portfolio Manager, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place immediately. The AmeriCorps 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 mean 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.

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

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the

Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 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. Recipients that have

Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

## 5. Definitions

For 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.

## V. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

All recipients and 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 recipients and 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 AmeriCorps 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

AmeriCorps. Grantees experiencing a breach should immediately notify AmeriCorps' Office of Information Technology, and the AmeriCorps Portfolio Manager.

#### **IV. ATTACHMENT**

<https://cnsgov.sharepoint.com/:b:/r/sites/COO/2015%20Policies/Grant%20Program%20Civil%20Rights%20and%20Non-Harassment%20March%202021.pdf?csf=1&web=1&e=vfhBxw>