

CORPORATION FOR NATIONAL & COMMUNITY SERVICE

GRANT PROVISIONS SPECIAL GRANTS OR COOPERATIVE AGREEMENT

These Corporation for National & Community Service (Corporation) Grant Provisions are binding on the Grantee. By accepting funds under this Grant, the Grantee agrees to comply with these Provisions and all applicable federal statutes, regulations and guidelines. The Grantee agrees to operate the funded activities in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application. The Grantee agrees to include in all subgrants the applicable terms and conditions contained in this grant.

All applicable Provisions of the Grant including regulations and OMB circulars that are incorporated by reference shall apply to any Grantee, sub-grantee, or other organization carrying out activities under this grant.

Note: As applicable in these Provisions, the term “Cooperative Agreement” is used interchangeably with the term “Grant” and its derivatives.

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A. DEFINITIONS

For purposes of this Grant, the following definitions apply:

- a. **Act** means the National and Community Service Act of 1990, as amended (42 U.S.C. 12501 *et seq.*)
- b. **Administrative Costs** are expenses associated with the overall administration of a Program, and are defined in the General Provisions, Clause 7, Administrative Costs.
- c. **Cognizant agency** means the federal agency coordinating audit and other fiscal requirements for those organizations with grants from multiple federal agencies.
- d. **Corporation** means the Corporation for National and Community Service established under section 191 of the Act (42 U.S.C. 12651).
- e. **Grantee** for the purposes of this agreement, means the direct recipient or the subrecipient/site of this Grant. The term sub-grantee shall be substituted for the term Grantee where appropriate. The Grantee is legally accountable to the Corporation for the use of Grant funds and is bound by the Provisions of the Grant. Grantee is sometimes referred to as Awardee.
- f. **Member** means an individual who is enrolled in an approved national service position.
- g. **OMB** means the U.S. Office of Management and Budget, which issues uniform administrative, allowable cost and audit requirements for the administration of federal grants and other agreements.
- h. **Parent Organization** means a Grantee that is responsible for implementing and managing a National Direct Program.
- i. **Program** means a national service Program carried out by the Grantee through funds awarded by the Corporation and carried out in accordance with federal requirements and the Provisions of this Grant.
- j. **Project** means an activity or set of activities carried out under a Program that results in a specific, identifiable community service or improvement:
 - i. That otherwise would not have been made with existing funds; and
 - ii. That does not duplicate the routine services or functions of the organization to which the members are assigned.

- k. **Service Recipient** means a community beneficiary who receives a service or benefit from the service of Corporation for National & Community Service members.
- l. **Sub-Grantee** refers to an organization receiving Grant funds from a Grantee of the Corporation.

B. GENERAL PROVISIONS

1. STATEMENT OF PURPOSE AND GENERAL RESPONSIBILITIES.

The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*, at §12653(d)) and the Domestic Volunteer Service Act of 1973, as amended, (42 USC 4950 *et seq.*, at §4993) authorize the Corporation to support and improve national service programs through a variety of activities.

Except where the Corporation reserves specific responsibility by Special or General Conditions for coordinating or integrating any work under this requirement or sharing responsibility for certain aspects, all such responsibilities remain with the Grantee.

2. LEGISLATIVE AND REGULATORY AUTHORITY.

This Grant is authorized by and subject to the National and Community Service Act of 1990, as amended, codified as 42 U.S.C. §12501 *et seq.*, and 45 C.F.R. Part 2510 *et seq.* and the Domestic Volunteer Service Act of 1973, as amended, codified as 42 USC 4950 *et seq.*

3. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS.

The following applicable federal cost principles, administrative requirements and audit requirements are incorporated by reference:

- a. States, Indian Tribes, U.S. Territories, and Local Governments.** The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:
 - i.** Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – 45 C.F.R. 2541.
 - ii.** OMB Circular A-87, Cost Principles for State and Local Governments.
 - iii.** OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- b. Nonprofit Organizations.** The following circulars and their implementing regulations apply to nonprofit organizations:
 - i.** Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-profit Organizations – 45 C.F.R. 2543.
 - ii.** OMB Circular A-122, Cost Principles for Nonprofit Organizations.
 - iii.** OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- c. Educational Institutions.** The following circulars and their implementing regulations apply to educational institutions:
- i.** Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 C.F.R. 2543.
 - ii.** OMB Circular A-21, Cost Principles for Educational Institutions.
 - iii.** OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.
- d. Other Applicable Statutes and Regulations.** The Grantee must comply with all other applicable statutes, executive orders, regulations and policies governing the Program, including but not limited to those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 C.F.R. Parts 2541 and 2543.

4. RESPONSIBILITIES UNDER GRANT ADMINISTRATION.

- a. Accountability of Grantee.** The Grantee has full fiscal and programmatic responsibility for managing all aspects of grant and grant-supported activities, subject to the oversight of the Corporation. The Grantee is accountable to the Corporation for its activities under the grant and the use of Corporation grant funds. It must expend grant funds in a judicious and reasonable manner. Although Grantees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Grantee's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to the Corporation.
- b. Notice to Corporation.** The Grantee will notify the appropriate Corporation's Program or Grants Official 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 Grant, or any suspected misconduct or malfeasance related to the Grant or Grantee. The Grantee will inform the Corporation official about the corrective action taken or contemplated by the Grantee and any assistance needed to resolve the situation.
- c. Notice to the Corporation's Office of Inspector General.** The Grantee must notify the Office of Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at a program indicates that there has been waste, fraud or abuse, or any violation of criminal law in connection with the grant.

5. FINANCIAL MANAGEMENT PROVISIONS.

- a. General.** The Grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail and

written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this Grant from expenditures not attributable to this Grant. This system must be able to identify costs by year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the Grantee's financial management responsibilities, refer to OMB Circular A-122 and its implementing regulations (45 C.F.R. 2543) or A-110 and its implementing regulations (45 C.F.R. 2541), as applicable.

- b. Source Documentation.** The Grantee must maintain adequate supporting documents for its expenditures (federal and non-federal) and in-kind contributions made under this Grant. 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, or similar document.
- c. Staff Time and attendance records.**
 - i.** Except as provided in (ii) and (iii) below, salaries and wages charged directly to this Grant 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 Grantee. Except as provided in (ii) and (iii) below, salaries and wages chargeable to this Grant and to other programs or functions of the Grantee 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.
 - ii.** 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 Section 8.b of OMB Circular A-21 for acceptable methods of documenting the distribution of charges for personal services.
 - iii.** States, Indian Tribes, and Local 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 Section 11.h of OMB Circular A-87 for the support and documentation of salaries and wages.
- d. Audits.** A Grantee organization that expends \$300,000 or more of total federal awards in a fiscal year is required to obtain a single audit for that year conducted by an independent auditor in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and OMB Circular A-133. (If the Grantee expends federal awards under only one federal program, it may elect to have a program specific audit, if it is otherwise eligible.) A Grantee that does not expend \$300,000 in federal awards is exempt from the single audit requirements of OMB Circular A-133 for that year. However, it must continue to conduct financial

management reviews of its programs, and records must be available for review and audit.

A recipient of a federal grant (pass-through entity) is required, in accordance with paragraph 400(d) of OMB Circular A-133, to do the following with regard to its subrecipients: (1) identify the federal award and funding source; (2) advise subrecipients of all requirements imposed on them; (3) monitor subrecipient activities and compliance; (4) ensure subrecipients have A-133 audits when required; (5) issue decisions and ensure follow-up on audit findings in a timely way; (6) where necessary, adjust its own records and financial statements based on audits; and (7) require subrecipients to permit access by the pass-through entity and auditors to records and financial statements as necessary for the pass-through entity to comply with A-133.

- e. **Consultant Services.** Payments to individuals for consultant services under this Grant may not exceed \$443.00 per day (exclusive of any indirect expenses, travel, supplies and other expenses).

6. REPORTING REQUIREMENTS.

The Grantee is responsible for timely submitting periodic financial and progress reports during the project period and a final financial and progress report at the conclusion of the project period to the Corporation as follows:

- a. **Financial Reports.** The Grantee shall submit Financial Reports semi-annually to include a summary of expenditures during the reporting period. A cumulative report shall be submitted on the Financial Status Report (FSR) form (Standard Form 269A). This form can be found at:
<http://www.whitehouse.gov/omb/grants/index.html>.
- b. **Progress Reports.** The Grantee shall submit Progress Reports semi-annually to include a summary of accomplishments during the reporting period. This includes reporting on the progress to date made by the Grantee and sub-grantees, if any, for that reporting period.
- c. **Due Dates for Period FSR & Progress Report.** FSR and Progress reports are due as follows:

<u>Due Date</u>	<u>Period Covering</u>
October 30	April 1 – September 30
April 30	October 1 – March 31

- d. **Final Reports.**

- i. Final Financial Status Report.** Grantees completing the final year of their grant must submit a final FSR that is cumulative over the entire project period. This FSR is due within 90 days after the end of the project period.
 - ii. Final Progress Report.** Grantees completing the final year of their grant must submit a final Progress Report that is cumulative over the entire project period. This progress report is due within 90 days after the end of the project period.
- e. Submission of Reports.** One copy of all reports shall be submitted, in original, to the designated Grants Official at: Corporation for National & Community Service, Office of Grants Management, 1201 New York Avenue, N.W., 9th floor, Washington, D.C. 20525.
- f. Other.** The Grantee shall meet as necessary with the Corporation Program Official or with other staff or consultants designated by the Corporation Program Official to exchange views, ideas, and information concerning the project. Grantee shall submit such special reports as may be reasonably requested by the Corporation.

7. ADMINISTRATIVE COSTS.

- a. Definitions.** “Administrative costs” mean general or centralized expenses of overall administration of an organization that receives Corporation funds. It does not include specific Program or project costs. For organizations that have an established indirect cost rate for federal awards, administrative costs mean those costs that are included in the organization’s indirect cost rate. Such costs are generally identified with the organization’s overall operation and are further described in OMB Circulars A-21, A-87 and A-122. For organizations that do not have an established indirect cost rate for federal awards, administrative costs include:
- i.** Costs for financial, accounting, auditing, contracting or general legal services except in unusual cases where they are specifically approved in writing by the Corporation as program costs;
 - ii.** Costs for internal evaluation, including overall organizational management improvement costs (except for independent and internal evaluations of the Program or project evaluations that are specifically related to creative methods of quality improvement); and
 - iii.** Costs for general liability insurance that protects the organization(s) responsible for operating a Program or project, other than insurance costs solely attributable to the Program or project.

Administrative costs may also include that portion of salaries and benefits of the Program’s director and other administrative staff not attributable to the time spent in support of a specific Program or project. The principles that pertain to the allocation and documentation of personnel costs are stated in the

OMB circulars that are incorporated in Corporation regulations [45 CFR 2541.220(b) and 45 CFR 2543.27].

Administrative costs generally do not include the following allowable expenses directly related to a Program or project (including their operations and objectives):

- i. Allowable direct charges for members, including living allowances, insurance payments made on behalf of members, training and travel;
 - ii. Costs for staff (including salary, benefits, training and travel) who recruit, train, place or supervise members or who develop materials used in such activities, if the purpose is for a specific Program or project objective;
 - iii. Costs for independent evaluations and any internal evaluations of the Program or project that are related specifically to creative methods of quality improvement;
 - iv. Costs, excluding those already covered in an organization's indirect cost rate, attributable to staff that work in a direct Program or project support, operational, or oversight capacity, including, but not limited to: support staff whose functions directly support Program or project activities; staff who coordinate and facilitate single or multi-site Program and project activities; and staff who review, disseminate and implement Corporation guidance and policies directly relating to a Program or project;
 - v. Space, facility and communication costs that primarily support Program or project operations, excluding those costs that are already covered by an organization's indirect cost rate; and
 - vi. Other allowable costs, excluding those costs that are already covered by an organization's indirect cost rate, specifically approved by the Corporation as directly attributable to a Program or project.
- b. Indirect Cost Rates.** Reimbursement for indirect costs will be at the rate(s) and on the base(s) specified in the approved award budget. This is a maximum provisional rate(s), which is subject to finalization by the cognizant federal agency or the Corporation. The maximum provisional rate(s) is subject to downward adjustment only under this award. Accordingly, final approved rate(s) charged to this award may not exceed the maximum provisional rate(s). If the cognizant federal agency or the Corporation does not approve a final rate, then the maximum provisional rate will be considered the final rate.
- c. 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.

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 – Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

9. PAYMENTS UNDER THE AWARD.

- a. **Advance Payments.** The Grantee may receive advance payments of Grant funds, provided the Grantee meets the financial management standards specified in OMB Circular A-102 and its implementing regulations (45 C.F.R. 2541) or A-110 and its implementing regulations (45 C.F.R. 2543), as applicable.
- b. **Immediate Cash Flow Needs.** The amount of advance payments requested by the Grantee must be based on actual and immediate cash needs in order to minimize federal cash on hand, in accordance with policies established by the U.S. Department of the Treasury in 31 C.F.R. 205.
- c. **Discontinuing Advance Payments.** If a Grantee does not establish procedures to minimize the time elapsing between the receipt of the cash advance and its disbursement, the Corporation may, after providing due notice to the Grantee, discontinue the advance payment method and allow payments in advance only by individual request and approval or by reimbursement.
- d. **Interest-Bearing Accounts.** The Grantee must deposit advance funds received from the Corporation in federally-insured, interest-bearing accounts. The exceptions to this requirement are:
 - i. **Institutions of Higher Education and Other Non-Profit Organizations.** If a Grantee is covered by 45 C.F.R. 2543 it must maintain advance funds in interest-bearing accounts unless:
 - (a) It receives less than \$120,000 in federal funds per year;
 - (b) The best reasonably available account would not be expected to earn interest in excess of \$250 per year on federal cash balances; or
 - (c) The required minimum balance is so high that it would not be feasible within expected federal and non-federal cash resources.Earned interest must be remitted annually to HHS-PMS, Rockville, MD 20852. Grantees may keep up to \$250 of interest per year to offset administrative expenses.
 - ii. **State and Local Governments.** All Grantees and sub-grantees covered by 45 C.F.R. 2541, with the exception of State Governments and Indian Tribes, must remit earned interest quarterly to the Corporation. Grantees may keep up to \$100 of the earned interest per year to offset administrative expenses.

10. RETENTION OF RECORDS.

The Grantee must retain and make available all financial records, supporting documentation, statistical records, evaluation data, member information and personnel records for 3 years from the date of the submission of the final Financial Status Report (SF 269A). If an audit is started prior to the expiration of the 3-year period, the records must be retained until the audit findings involving the records have been resolved and final action taken.

11. SITE VISITS.

The Corporation reserves the right to make site visits to review and evaluate Grantee records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary. Site visits will be made in the least disruptive manner possible.

12. LIABILITY AND SAFETY ISSUES.

Liability Insurance Coverage. The Grantee must have adequate liability insurance coverage for the organization and for individuals engaged in activities under the Grant.

13. DRUG-FREE WORKPLACE.

- a. Notice to Employees.** In accordance with the Drug-Free Workplace Act, 41 U.S.C. 701 et seq., implementing regulations, 45 C.F.R. 2542, and the Grantee's certification, the Grantee must publish a statement notifying employees that:
- i.** The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the Grantee's workplace and Program;
 - ii.** Conviction of any criminal drug statute must be reported immediately to the Grantee;
 - iii.** The employee's employment is conditioned upon compliance with the notice requirements; and
 - iv.** Certain actions will be taken against employees for violations of such prohibitions.
- b. Criminal Drug Convictions.** The Grantee's employees must notify the Grantee, in writing, of any criminal drug convictions for a violation occurring in the workplace or during the performance of project activities no later than 5 days after such conviction. The Grantee must notify the Corporation within 10 days of receiving notice of such conviction. The Grantee must take appropriate action against such employee, up to and including termination or release for cause consistent with the Corporation's rules on termination and suspension of service, or require the employee to satisfactorily participate in an approved-drug abuse assistance or rehabilitation Program.

- c. **Drug-Free Awareness Program.** The Grantee must establish a drug-free awareness Program to inform employees about the dangers of drug abuse in the workplace; the Grantee's policy of maintaining a drug-free workplace; any available drug counseling, rehabilitation, and employee assistance support services; and the penalties that may be imposed for drug abuse violations.
- d. **Grantee Non-Compliance.** The Grantee is subject to suspension, termination or debarment proceedings for failure to comply with the Drug-Free Workplace Act.
- e. **Non-Discrimination and Confidentiality Laws.** In implementing the Drug-Free Workplace Act, the Grantee must adhere to federal laws and its Grant assurances related to alcohol and substance abuse non-discrimination and confidentiality.

14. NON-DISCRIMINATION.

- a. **Assurances.** The Grantee must assure that its program or activity, including those of its sub-grantees, will be conducted, and facilities operated, in compliance with the applicable statutes set forth below, as well as with their implementing regulations. The Grantee must obtain an assurance of such compliance prior to extending federal financial assistance to sub-grantees. The U.S. Government shall have the right to seek judicial enforcement of these assurances.
- b. **Discrimination Prohibited.** A person, a service recipient, or Program staff, may not, on the grounds of race, color, national origin, sex, age, political affiliation, disability, or religion be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination, directly or through contractual or other arrangements, under any program or activity receiving federal financial assistance. The prohibition on discrimination on the basis of disability protects otherwise qualified individuals with disabilities. The prohibition against discrimination on the basis of religion, with respect to Program staff, applies only to Program staff paid with Corporation funds but excludes staff paid with Corporation funds who were employed by the Grantee on the date the Corporation grant was awarded

This prohibition against discrimination includes, but is not limited to:

- i. Denying an opportunity to participate in, benefit from, or provide a service, financial aid, or other benefit;
- ii. Providing an opportunity which is different or provided differently;
- iii. Denying an opportunity to participate as a member of a planning or advisory body integral to the program;
- iv. Segregating or subjecting a person to separate treatment;
- v. Providing an aid, benefit, or service to a qualified disabled person that is less effective in affording opportunity to obtain the same result, gain the same benefit, or reach the same level of achievement;
- vi. Denying a qualified-disabled person the opportunity to participate in integrated programs or activities, even though permissibly separate or different programs or activities exist;

- vii. Restricting a person's enjoyment of an advantage or privilege enjoyed by others;
- viii. Providing different or separate aid, benefits, or services to disabled persons, unless necessary in order to provide them as effectively as provided to others;
- ix. Treating a person differently in determining admission, enrollment, quota, eligibility, membership or other requirements;
- x. Using criteria or administrative methods, including failing to provide needed auxiliary aids for disabled persons, which have the effect of subjecting persons to discrimination, or defeating or substantially impairing achievement of the objectives of the program for a person;
- xi. Selecting a site or location of facilities with the purpose or effect of excluding individuals from, denying them the benefits of, or subjecting them to discrimination under the program;
- xii. Denying a qualified-disabled person a benefit, aid, or participation because facilities whose groundbreaking occurred after May 30, 1979 are inaccessible to or unusable by disabled persons or because programs or activities in facilities predating May 30, 1979, when viewed in their entirety, are inaccessible to or unusable by disabled persons; and
- xiii. Failing to provide reasonable accommodation to otherwise qualified individuals with disabilities.

The Corporation's "Civil Rights Statement Regarding Volunteers, Service Participants and Other Beneficiaries," and its "Policy Against Sexual, Racial, National Origin, or Religious Harassment," which include additional discrimination prohibitions, are attached and incorporated herein in their entirety.

- c. **Public Notice of Nondiscrimination.** The Grantee must notify service recipients, applicants, Program staff, and the public, including those with impaired vision or hearing, that it operates its program or its activity subject to the nondiscrimination requirements of the applicable statutes. The notice must summarize the requirements, note the availability of compliance information from the Grantee and the Corporation, and briefly explain procedures for filing discrimination complaints with the Corporation. Sample language is:

It is against the law for organizations that receive federal financial assistance from the Corporation for National & Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most programs, 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 & 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 TDD, and preferably toll free – FAX number and e-mail address of the Grantee) or

Equal Opportunity Office
Corporation for National & Community Service
1201 New York Avenue, N.W.
Washington, D.C. 20525
(202) 606-5000, ext. 312 (voice); (202) 565-2799 (TDD)
(202) 565-2816 (FAX); eo@cns.gov (e-mail)

The Grantee must include information on civil rights requirements, complaint procedures, and the rights of beneficiaries in handbooks, manuals, pamphlets, and post information in prominent locations, as appropriate. The Grantee must also notify the public in recruitment material and application forms that it operates its Program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is “This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.” Where a significant portion of the population eligible to be served needs services or information in a language other than English, the Grantee shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

- d. Records and Compliance Information.** The Grantee must keep records and make available to the Corporation timely, complete, and accurate compliance information to allow the Corporation to determine if the Grantee is complying with the civil rights statutes and implementing regulations. Where a Grantee extends federal financial assistance to sub-grantees, the sub-grantees must make available compliance information to the Grantee so it can carry out its civil rights obligations.

The Corporation will provide specific guidance regarding records and compliance information. At a minimum, the Grantee should have available racial, ethnic, sex, and disability data regarding service recipients/applicants and Program staff/applicants. This data should be sufficient to measure the distribution of benefits to the eligible population and evaluate the services provided to the different segments of the population being served. Data on staff should be gathered, on a voluntary basis, directly from the individuals. Data on service recipients may be gathered, estimated, or based on census or other statistics.

Racial and ethnic data should be gathered for the following categories:

Hispanic/Latino/Spanish culture or origin or non-Hispanic/Latino/Spanish culture or origin (one or the other) and one or more of the following:

- American Indian or Alaska Native
- Asian
- Black or African American
- Native Hawaiian or Other Pacific Islander
- White

- e. Obligation to Cooperate.** The Grantee must cooperate with the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Grantee shall permit access by the Corporation during normal business hours to its books, records, accounts, staff, facilities, and other sources of information as may be needed to determine compliance.
- f. Discrimination Complaints, Investigations and Compliance Reviews.** The Corporation may review the practices of the Grantee to determine civil rights compliance. Any person who believes discrimination has occurred may file a discrimination complaint with the Corporation's Equal Opportunity Office. The Grantee may not intimidate, threaten, coerce, or discriminate against an individual to interfere with a right or privilege secured by the civil rights acts or because the person made a complaint, testified, assisted or participated in any manner in an investigation, proceeding, or hearing. The Corporation will keep the identity of complainants and witnesses confidential, except as necessary to conduct an investigation, hearing, or judicial proceeding.

The Corporation will investigate whenever a compliance review, report, complaint, or other information indicates a possible failure to comply with the statutes and their implementing regulations. If an investigation indicates a failure to comply, the Corporation will so inform the Grantee and any applicable sub-grantees and will attempt to resolve the matter by voluntary means. If the matter cannot be resolved by voluntary means, the Corporation will initiate formal enforcement action.

Discrimination complaints may be raised through the Grantee's grievance procedure. Use of the Grantee's grievance procedure may not be a required precursor to filing a federal discrimination complaint with the Corporation. Use of the Grantee's grievance procedure does not preclude filing a federal discrimination complaint. The Grantee's grievance procedure should advise individuals that use of the grievance procedure does not stop the running of Corporation time frames for filing a discrimination complaint with the Corporation. In all cases where discrimination allegations have been raised with the Grantee, the Grantee must submit a written report to the Corporation's Equal Opportunity Office, which has a review authority over the investigation and disposition of all discrimination complaints.

- g. Self-Evaluation Requirements.** The Grantee must comply with (1) the self-evaluation requirements under section 504 of the Rehabilitation Act regarding accessibility for individuals with disabilities; (2) the self-evaluation requirements of the Age Discrimination Act of 1975; and (3) the self-evaluation requirements under title IX of the Education Amendments of 1972 regarding discrimination based on sex. Guidance regarding the self-evaluation requirements may be obtained from the Corporation's Equal Opportunity Office, 1201 New York Avenue, N.W., Washington, D.C. 20525, (202) 606-5000, ext. 312 (voice); (202) 4565-2799 (TDD); (202) 565-2816 (FAX); or eo@cns.gov (e-mail).
- h. Applicable Statutes.** In accordance with its assurances, the Grantee must comply with all federal statutes relating to non-discrimination to the extent applicable, including, but not limited to titles VI and VIII of the Civil Rights Act of 1964 (42 U.S.C. 2000d and 3601 *et seq.*); section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794); title IX of the Education Amendments of 1972 (20 U.S.C. 1681 *et seq.*); the Age Discrimination Act of 1975 (42 U.S.C. 6101 *et seq.*); the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255); the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616); the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3); and the requirements of any other non-discrimination provision in the National and Community Service Act of 1990 (42 U.S.C. 12635), or any other applicable non-discrimination provision.

15. OWNERSHIP AND SHARING OF THE AWARD PRODUCTS.

- a. Ownership.** Unless otherwise specified, the Grantee owns and may copyright any work that is subject to copyright, including software designs, training manuals, curricula, videotapes and other products produced under the Grant. However, the Grantee may not sell any work that includes a Corporation for National & Community Service logo without prior Corporation written approval.
- b. Corporation Use.** The Corporation retains royalty-free, non-exclusive, and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under the Grant and to authorize others to do so. The Corporation may distribute such products through a designated clearinghouse.
- c. Sharing Grant Products.** To the extent practical, the Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.

16. PUBLICATIONS.

- a. Acknowledgment of Support.** Publications created by members may include a Corporation for National & Community Service logo if they are consistent with the purposes of the Grant. The Grantee 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 Grant.

“This material is based upon work supported by the Corporation for National & 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, the Corporation.”

- b. Materials Provided to Corporation.** The Grantee is responsible for assuring that two copies of any such material are sent to the Corporation’s Office of Public Affairs and Program Office.

17. EVALUATION.

- a. Internal Evaluations.** The Grantee must track progress toward achievement of their approved objectives. The Grantee also must monitor the quality of activities supported under the grant and the satisfaction of those receiving training or technical assistance. Internal evaluation and monitoring should be a continuous process, allowing for frequent feedback and the quick correction of weaknesses.
- b. Independent Evaluations.** The Grantee may obtain an independent evaluation if provided for in the approved budget.
- c. External Evaluation and Data Collection.** The Grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts.

18. PROHIBITION ON USE OF FUNDS FOR CERTAIN PURPOSES.

While charging time to this Award, the Grantee, and anyone acting under the supervision or authority of the Grantee, may not engage in the following activities:

- a.** Attempting to influence legislation.
- b.** Organizing or engaging in protests, petitions, boycotts, or strikes.
- c.** Assisting, promoting or deterring union organizing.
- d.** Impairing existing contracts for services or collective bargaining agreements.
- e.** Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- f.** 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.
- g.** 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.

- h.** Providing a direct benefit to:
 - i.** A for-profit entity;
 - ii.** A labor union;
 - iii.** A partisan political organization;
 - iv.** An organization engaged in the religious activities described in the preceding sub-clause, unless Grant funds are not used to support the religious activities; or
 - v.** A nonprofit entity that fails to comply with the restrictions contained in section 501(c)(3) of U.S.C. Title 26.

- i.** Other activities as the Corporation determines will be prohibited, upon notice to the Grantee.

Individuals may exercise their rights as private citizens and may participate in the above activities on their own initiative, on non-Corporation time, and using non-Corporation funds.

19. PRIOR APPROVAL REQUIREMENT.

The Grantee must obtain prior written approval from the Corporation before making any significant changes, such as transfer of the project effort, changes in objectives, scope of work, or timeline.

20. SUSPENSION OR TERMINATION OF THE AWARD.

- a. Suspension of the Grant.** In an emergency situation the Corporation may suspend a Grant for not more than 30 calendar days. Examples of such situations may include, but are not limited to:
 - i.** Serious risk to persons or property;
 - ii.** Violations of federal, state or local criminal statutes; and
 - iii.** Material violation(s) of the Grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause.

- b. Termination of the Grant.** Pursuant to 45 C.F.R. 2540.400, the Corporation may terminate payments under the grant or recover Grant funds for failure to comply with applicable Provisions of this Grant. However, the Corporation will provide the Grantee reasonable notice and opportunity for a full and fair hearing, subject to the following conditions:
 - i. Notice.** The Corporation will notify the Grantee by letter or telegram that it intends to terminate payments or recover Grant funds, either in whole or in part, unless the Grantee shows good cause why such assistance should not be terminated or recovered.

In this notice, the grounds and the effective date for the proposed action will be described. The Grantee will be given at least 7 calendar days to submit written material in opposition to the proposed action.

- ii. **Right to a Hearing.** The Grantee may request a hearing on a proposed action. Upon 5 days notice to the Grantee, the Corporation may authorize the conduct of a hearing or other meetings at a location convenient to the Grantee to consider the proposed action. A transcript or recording must be made of a hearing.

- c. The Grantee may suspend or terminate assistance to a Sub-Grantee, provided that such action affords the Sub-Grantee, at a minimum, the notice and hearing rights set forth in the Provisions applicable to the Corporation in this section (36).

21. ORDER OF PRECEDENCE.

Should there be any inconsistency among the Grant Award, the Special Provisions, if any, the General Provisions, and the approved Grant Application, the order of precedence that will prevail is (1) Grant Award, (2) the Special Provisions, (3) the General Provisions, and (4) the approved Grant Application.