

**CORPORATION FOR NATIONAL
AND COMMUNITY SERVICE**

NONPROFIT CAPACITY BUILDING PROGRAM

**COOPERATIVE AGREEMENT
TERMS AND CONDITIONS**

(CFDA No. 94.022)

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I. GOVERNING AUTHORITIES, TERMS AND CONDITIONS OF NONPROFIT CAPACITY BUILDING PROGRAM COOPERATIVE AGREEMENTS

A. STATUTORY AUTHORITY.

This Cooperative Agreement is authorized by and subject to the National and Community Service Act of 1990, as amended by the Serve America Act (the “NCSA”), codified as 42 U.S.C. 12501 et seq. Awardees must comply with the requirements of the Act and its implementing regulations.

B. OTHER APPLICABLE STATUTORY AND ADMINISTRATIVE PROVISIONS

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

1. 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:

- a.** OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – 45 CFR Part 2541.
- b.** OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.
- c.** OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

2. Nonprofit Organizations

The following circulars and their implementing regulations apply to nonprofit organizations:

- a.** OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 CFR Part 2543 or 2 CFR Part 215.
- b.** OMB Circular A-122, Cost Principles for Nonprofit Organizations – 2 CFR Part 230.
- c.** OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

3. Educational Institutions

The following circulars and their implementing regulations apply to educational institutions:

- a. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations – 45 CFR Part 2543 or 2 CFR Part 215.
- b. OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.
- c. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

These documents can be found here:

http://www.access.gpo.gov/nara/cfr/waisidx_07/2cfrv1_07.html#215

and here:

http://ecfr.gpoaccess.gov/cgi/t/text/text-idx?sid=1289932cf6539210eb14f3d8d3052a8b&c=ecfr&tpl=/ecfrbrowse/Title02/2cfrv1_02.tpl#200

C. OTHER APPLICABLE STATUTES, REGULATIONS AND AUTHORITIES

The Awardee must comply with all other applicable statutes, executive orders, regulations, and policies governing the Cooperative Agreement, including, but not limited to, those cited in the Notice of Federal Funds Availability, these Terms and Conditions, the Cooperative Agreement Assurances and Certifications, and those cited in 45 CFR Parts 2541 and 2543.

D. OTHER DOCUMENTS GOVERNING THE COOPERATIVE AGREEMENT

In addition to the applicable statutes and regulations referred to and incorporated above, the Awardee must perform its Cooperative Agreement consistent with the requirements stated in:

1. The Notice of Grant Award and Signature Page;
2. These Nonprofit Capacity Building Program Cooperative Agreement Terms and Conditions;
3. The Nonprofit Capacity Building Program Notice of Federal Funds Availability;
4. The Awardee's approved application (including the final approved budget).

E. ORDER OF PRECEDENCE

Any inconsistency in the documents governing this Cooperative Agreement shall be resolved by giving precedence in the following order (a) the NCSA and other applicable Federal Statutes, (b) Corporation and other Federal regulations, (c) Notice of Grant Award and Signature Page, (d) Nonprofit Capacity Building Program Special Provisions (contained herein), (e) General Provisions (contained herein), (f) the Nonprofit Capacity Building Program Notice of Federal

Funds Availability, and (g) the approved Application (including all assurances, certifications, attachments, and pre-award negotiations).

II. NONPROFIT CAPACITY BUILDING PROGRAM SPECIAL PROVISIONS

A. DEFINITIONS

For purposes of this Cooperative Agreement the following definitions apply:

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

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

B. ROLES AND RESPONSIBILITIES OF THE AWARDEE

The Awardee must perform the activities supported by this Cooperative Agreement in compliance with the statutes, regulations and administrative authorities cited or referred to in these Terms and Conditions, in conformance with its approved Application (including the approved budget), and consistent with any approvals or directions provided by the Corporation in the course of carrying out the Cooperative Agreement. The Awardee is legally accountable to the Corporation for the use of award funds and is bound by the provisions of the award. The Awardee is responsible for ensuring that sub-grantees or other organizations carrying out activities under this award comply with these Terms and Conditions, including regulations and OMB circulars incorporated by reference.

C. ROLES AND RESPONSIBILITIES OF THE CORPORATION

Performance under this Cooperative Agreement is subject to the general oversight and monitoring of the Corporation. The Corporation's cognizant program office will have frequent and regular communication with and will monitor awardees activities and progress. Additional substantial involvement of the Corporation will include:

- 1.** Reviewing and approving the Awardee's annual workplan;
- 2.** Reviewing and approving the Awardee's plan for selecting and working with beneficiaries;
- 3.** Reviewing and approving the Awardee's plan for measuring performance and improvement;

4. Working with the Awardee to identify and review best practices deliverables;
5. Reviewing and providing feedback on required semi-annual progress reports (see section II. G.1); and
6. Other appropriate activities as specified in collaboration with Corporation staff.

D. BUDGET AND PROGRAMMATIC CHANGES

1. Programmatic Changes

The Awardee must first obtain the prior written approval of the Corporation's Nonprofit Capacity Building Program Officer before making the following changes:

- a. Changes in the scope, objectives or goals of the Awardee's program, whether or not they involve budgetary changes;
- b. Entering into sub-grants or contracts for Nonprofit Capacity Building Program activities funded by the Cooperative Agreement which had not been previously identified or included in the approved application and budget;
- c. Changes in deadlines identified in these Terms and Conditions. Deadlines may be reasonably extended or revised upon mutual agreement of the parties.

Programmatic changes also require final approval of the Corporation's Office of Grants Management after written recommendation for approval is received from the Program Office. The Grants Officers will execute written amendments, and Awardees should not assume approvals have been granted unless documentation from the Grants Office has been received. Changes in deadlines require prior approval, but are not considered programmatic changes requiring a grant amendment.

2. Budgetary Changes

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

- a. Specific Costs Requiring Prior Approval before Incurrence under OMB Circulars A-21 (2 CFR Part 220), A-87 (2 CFR Part 225) or A-122 (2 CFR Part 230). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
- b. Purchases of Equipment over \$5,000 using Cooperative Agreement funds, unless specified in the approved Application and budget.

- c. Changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by the Corporation. The total budget includes both the Corporation and Awardee shares. Awardees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

E. NOTIFICATION OF STAFFING AND MANAGEMENT CHANGES

The Awardee will notify the Corporation of any change in the staffing of any key position included (in whole or in part) as a cost in the award budget. This requirement applies regardless of whether the position is included in the federal or matching cost portions of the budget. The Awardee will also notify the Corporation of any changes in any positions which are not included in the approved budget, but which involve leadership oversight of the activity under this award. The Awardee will also notify the Corporation of any change in the senior leadership of the Awardee.

F. MATCHING FUND REQUIREMENTS

As provided in section 198S(f) of the NCSA (42 U.S.C. 12653s(f)2, the Awardee must provide at least fifty percent (50%) of the cost of carrying out the activities supported under its Cooperative Agreement. The matching funds must be provided in cash. References in any of the applicable OMB Cost Principles to providing matching funds in-kind do NOT apply to Nonprofit Capacity Building Program award or sub-grants.

G. REPORTING REQUIREMENTS

1. Awardee Progress Reports

Each Awardee must submit semi-annual reports in the appropriate electronic system summarizing progress on the specific measurable outcomes identified in the Awardee’s Application during the reporting period. Each Awardee shall also report on other measures established by the Corporation in consultation with the Awardee. Deadlines are as follows:

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of Award through March 31
October 31	April 1 through September 30

2. Financial Reports

The Awardee must submit semi-annual cumulative financial reports, summarizing expenditures during the reporting period. These reports will be submitted through the appropriate electronic system. Financial report deadlines are as follows:

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of Award through March 31

October 31

April 1 through September 30

An Awardee must set its own submission deadlines for its respective sub-grantees sufficient to enable the Awardee to report on-time.

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

3. Requests for Extensions

Requests for extensions of reporting deadlines will be granted when 1) the report cannot be furnished in a timely manner for reasons legitimately beyond the control of the Awardee and 2) the Corporation receives a request explaining the need for an extension before the due date of the report. Extensions of deadlines for financial reports may only be granted by the Office of Grants Management, and extensions of deadlines for Progress Reports may only be granted by the Nonprofit Capacity Building Program Officer.

4. Final Financial Reports

An Awardee completing the final year of its Cooperative Agreement must submit, in lieu of the last semi-annual financial report, a final financial report that is due within 90 days after the end of the Cooperative Agreement.

G. COOPERATIVE AGREEMENT PERIOD

For the purpose of Nonprofit Capacity Building Program Cooperative Agreements, a project period is the complete length of time an Awardee is proposed to be funded to complete approved activities under the agreement. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund an Awardee's approved activities and budget.

Unless otherwise specified, the Awardee's Cooperative Agreement covers a two-year project period. The project period and the budget period are noted on the Notice of Grant Award. Additional funding is contingent upon satisfactory performance and the availability of funds.

H. SITE VISITS

The Corporation reserves the right to make site visits to review and evaluate Awardee and sub-grantee records, activities, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.

III. GENERAL PROVISIONS

A. RESPONSIBILITIES FOR COOPERATIVE AGREEMENT ADMINISTRATION

1. Accountability of the Awardee

The Awardee has full responsibility for managing all aspects of the Cooperative Agreement and agreement-supported activities, subject to the oversight of the Corporation. The Awardee is accountable to the Corporation for its operation of the Nonprofit Capacity Building Program and the use of Corporation funds. The Awardee must expend Cooperative Agreement funds in a judicious and reasonable manner, and it must record accurately the activities performed and outcomes achieved under the grant. Although Awardees are encouraged to seek the advice and opinion of the Corporation on special problems that may arise, such advice does not diminish the Awardee's responsibility for making sound judgments and does not mean that the responsibility for operational decisions has shifted to the Corporation.

2. Notice to Corporation

The Awardee will notify the appropriate Corporation Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or Awardee. The Awardee will inform the Corporation official about the corrective action taken or contemplated by the Awardee and any assistance needed to resolve the situation.

B. FINANCIAL MANAGEMENT STANDARDS

1. General

The Awardee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. The Awardee's financial management systems must be capable of distinguishing expenditures attributable to its award from expenditures not attributable to its award. The systems must be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the Awardee's financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 CFR Part 2541) or A-110 (2 CFR Part 215) and its implementing regulations (45 CFR Part 2543), as applicable.

2. 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 Awardee. 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.

3. Audits

Organizations that expend \$500,000 or more in a year in Federal awards (grants or cooperative agreements) 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 OMB Circular A-133. If the Awardee 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 \$500,000 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 sub-grantees, 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 manner; (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.

4. Indirect Cost Rates

Reimbursement for indirect costs, general and administrative costs, overhead, or any similar cost rate type agreement, will be at the rate(s) and on the base(s) specified in the approved award budget. These amounts are subject to finalization by the cognizant federal agency or the Corporation. Any provisional rate(s) is subject to downward adjustment only under this award. Accordingly, final approved rate(s) charged to this award may not exceed the maximum provisional rate(s). If the cognizant federal agency or the Corporation does not approve a final rate, then the maximum provisional rate will be considered the final rate.

5. Payments Under The Cooperative Agreement

- a. Advance Payments.** The Awardee may receive advance payments of Agreement funds provided the Awardee meets the financial management standards specified in OMB Circular A-102 and its implementing regulations (45 CFR Part 2541) or A-110 and its implementing regulations (45 CFR Part 2543), as applicable.
- b. Immediate Cash Flow Needs.** The amount of advance payments requested by the Awardee must be based on actual and immediate cash needs in order to minimize federal cash on hand, in accordance with policies established by the U.S. Department of the Treasury in 31 CFR Part 205.
- c. Discontinuing Advance Payments.** If an Awardee 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 Awardee, discontinue the advance payment method and allow payments by reimbursement, or in advance only by individual request and approval.

d. Interest-Bearing Accounts. The Awardee 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 an Awardee is covered by 45 CFR Part 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. Awardees may keep up to \$250 of interest per year to offset administrative expenses.

ii. State and Local Governments. All Awardees and sub-awardees covered by 45 CFR Part 2541, with the exception of State Governments and Indian Tribes, must remit earned interest quarterly to the Corporation. Awardees may keep up to \$100 of the earned interest per year to offset administrative expenses.

6. Program Income

a. General. Income, including any fees for service earned as a direct result of the Cooperative Agreement-funded program activities during the award period, must be retained by the Awardee and used to finance the Cooperative Agreement's non-Corporation share.

b. Excess Program Income. Program income earned in excess of the amount needed to finance the Awardee share must be added to funds committed to the project by the Corporation and the Awardee and used to further expand eligible program activities and objectives.

C. AWARDEE PRODUCTS

1. Sharing Cooperative Agreement Products

To the extent practicable, the Awardee agrees to make products produced under the grant available to others in the field at the cost of reproduction.

2. Acknowledgment of Support

Publications created or developed by staff funded under the award must be consistent with the purposes of the grant. The Corporation's logo may be included on such documents. The Awardee is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award.

“This material is based upon work supported by the Corporation for National and Community Service under Nonprofit Capacity Building Program 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 or the Nonprofit Capacity Building Program.”

D. PROHIBITED PROGRAM ACTIVITIES

The Awardee must comply with, and require all sub-grantees to comply with, the prohibitions on use of Corporation funds in section 174 of the NCSA (42 U.S.C. 12634).

E. CRIMINAL HISTORY CHECKS

The Awardee must comply with, and require all sub-grantees to comply with, the requirements of 45 CFR sections 2540.200 – 2540.207.

F. SUSPENSION OR TERMINATION OF GRANT

Regulations related to the Corporation's authority to suspend or terminate this award are contained in 45 CFR section 2540.400. In addition, an Awardee may suspend or terminate assistance to one of its sub-grantees, provided that such action affords the sub-grantee, at a minimum, the notice and hearing rights described in 45 CFR section 2540.400.

G. THE OFFICE OF INSPECTOR GENERAL

The Corporation's Office of Inspector General (OIG) conducts and supervises independent and objective audits, evaluations, and investigations of Corporation programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in the Corporation's programs and operations.

The OIG conducts and supervises audits of Corporation grantees, as well as legislatively mandated audits and reviews. The legislatively mandated audits include the annual financial statement audit, and fulfilling the requirements of the Government Information Security Reform Act and its successor, the Federal Information Security Management Act. A risk-based approach, along with input received from Corporation management, is used to select grantees and grants for audit. The OIG hires audit firms to conduct some of its audits. The OIG audit staff is available to discuss its audit function, and can be reached at (202) 606-9390.

The OIG is available to offer assistance to Corporation grantees that become aware of suspected criminal activity in connection with the Corporation's programs. Awardees should immediately contact OIG when they first suspect that a criminal violation has occurred. The OIG investigative staff is available to provide guidance and ensure that the appropriate law enforcement agency is notified, if required. The OIG may be reached by email at hotline@cncsig.gov or by telephone at (800) 452-8210.

H. FEDERAL GRANT POLICIES

1. Nonprocurement Debarment And Suspension

The Awardee must comply with, and require all sub-grantees to comply with, the requirements of 2 CFR Part 180, as implemented by 2 CFR Part 2200.

2. Drug-Free Workplace

The Awardee must comply with, and require all sub-grantees to comply with, the requirements of 45 CFR Part 2545.

3. Non-Discrimination

a. Assurances. The Awardee 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 Awardee 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 Awardee on the date the Corporation Agreement 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 "Grant Program Civil Rights and Non-Harassment Policy," which include additional discrimination prohibitions, is attached and incorporated herein in its entirety.

- c. Public Notice of Nondiscrimination.** The Awardee 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 Awardee

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 Awardee) or

*Office of Civil Rights and Inclusiveness
Corporation for National Service
1201 New York Avenue, NW
Washington, D.C. 20525
(202) 606-7503 (voice); (202) 565-2799 (TDD)
(202) 606-3465 (FAX); eo@cns.gov (e-mail)*

The Awardee 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 Awardee 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 Awardee 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 Awardee must keep records and make available to the Corporation timely, complete and accurate compliance information to allow the Corporation to determine if the Awardee is complying with the civil rights statutes and implementing regulations. Where an Awardee extends federal financial assistance to sub-awardees, the sub-awardees must make available compliance information to the Awardee so it can carry out its civil rights obligations. The Corporation will provide specific guidance regarding records and compliance information.

e. Obligation to Cooperate. The Awardee must cooperate with the Corporation so that the Corporation can ensure compliance with the civil rights statutes and implementing regulations. The Awardee 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 Awardee to determine civil rights compliance. Any person who believes discrimination has occurred may file a discrimination complaint with the Corporation's Office of Civil Rights and Inclusiveness. The Awardee 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 Awardee and any applicable sub-awardees 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 Awardee's grievance procedure. Use of the Awardee's grievance procedure may not be a required precursor to filing a federal discrimination complaint with the Corporation. Use of the Awardee's grievance procedure does not preclude filing a federal discrimination complaint. The Awardee'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 Awardee, the Awardee 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 Awardee 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 Office of Civil Rights and Inclusiveness, 1201 New York Avenue, NW, Washington, D.C. 20525, (202) 606-7503 (voice); (202) 565-2799 (TDD); (202) 606-3465 (FAX); or eo@cns.gov (e-mail).

h. Applicable Statutes. In accordance with its assurances, the Awardee 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 NCSA (42 U.S.C. 12635), or any other applicable non-discrimination provision.

4. Trafficking In Persons

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

a. Provisions applicable to a recipient that is a private entity.

i. You as the Awardee and your employees may not:

(a) Engage in severe forms of trafficking in persons during the period of time that the Grant is in effect;

(b) Procure a commercial sex act during the period of time that the Grant is in effect; or

(c) Use forced labor in the performance of the Grant.

ii. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if it,

(a) Is determined you have violated a prohibition in paragraph *a.i* of this Grant term; or

(b) Has an employee who is determined by the agency official authorized to terminate the Grant to have violated a prohibition in paragraph *a.i* of this Grant term through conduct that is either:

(1) Associated with performance under this Grant; or

(2) Imputed to you using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Non-procurement)," as implemented by our agency at 2 CFR Part 2200.

b. Provisions applicable to an Awardee other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

- i.* Is determined to have violated an applicable prohibition of paragraph a.i of this Grant term; or
- ii.* has an employee who is determined by the agency official authorized to terminate the Grant to have violated an applicable prohibition in paragraph a.1 of this Grant term through conduct that is –
 - (a) Associated with performance under this Grant; or
 - (b) 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.

c. Provisions applicable to any grantee.

- i.* You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.i of this grant term.
- ii.* Our right to terminate unilaterally that is described in paragraph a.ii or b of this section:
 - (a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
 - (b) Is in addition to all other remedies for noncompliance that are available to us under this Grant.
- iii.* You must include the requirements of paragraph a.i of this Grant term in any sub-Grant you make to a private entity.

d. Definitions. For purposes of this grant term:

- i.* “Employee” means either:
 - (a) An individual employed by you or a sub-grantee who is engaged in the performance of the project or program under this Grant; or
 - (b) Another person engaged in the performance of the project or program under this Grant and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third

part as an in-kind contribution toward cost sharing or matching requirements.

ii. “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.

iii. “Private entity”:

(a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR Part 175.25.

(b) Includes:

(1) A non-profit 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 Part 175.25(b).

(2) A for-profit organization.

iv. “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).

ASSURANCES

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

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686) which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground

sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

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

CERTIFICATIONS

Certification – Debarment, Suspension, and Other Responsibility Matters

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

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

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

Certification – Drug Free Workplace

This certification is required by the Corporation’s regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

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

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

- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification - Lobbying Activities

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

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

Erroneous certification or assurance

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

Notice of error in certification or assurance

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

Definitions

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

Assurance requirement for subgrant agreements

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

Assurance of subgrant principals

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

Non-assurance in subgrant agreements

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

Prudent person standard

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

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, sexual orientation, religion, age, disability, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cnscs.gov, or through www.nationalservice.gov.

02/18/2010
Date



Patrick Corvington, Chief Executive Officer