

CORPORATION FOR NATIONAL & COMMUNITY SERVICE GRANT PROVISIONS for SPECIAL GRANTS

Effective 9/1/08

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, and include in all sub-Grants, these Provisions and all applicable federal statutes, regulations, guidelines and amendments thereto. 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 term Grantee is used to connote either Grantee or sub-Grantee, as appropriate, throughout these Provisions.

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A. CHANGES FROM THE PREVIOUS SPECIAL GRANT PROVISIONS

Former Section C. 5 b, on “Source Documentation” was deleted. The requirements are specified in OMB Circular A-102 (45 CFR Part 2541) and its implementing regulations, or OMB Circular A-110 (45 CFR Part 2543) and its implementing regulations.

Former Section C. 5 c, on “Staff Time and Attendance Records” was deleted. The requirements are specified in the OMB Circulars and their implementing regulations, specific to the type of organization.

Section C. 6, “The Office of Inspector General” was added.

Former Section C. 7 on Administrative Costs was deleted and can be found in the regulations 45 CFR Part 2510.20 and 45 CFR Part 2521.95.

Section C. 8, “Program Income” was revised to specify how Grantees must use program income earned in excess of match.

Former Section C. 9 on “Equipment and Supplies Costs” merged with Section C. 5 “Financial Management Standards.”

Former Section C. 10, “Payments Under the Grant” was deleted. The requirements are specified in OMB Circular A-102 (45 CFR Part 2541) and its implementing regulations, or OMB Circular A-110 (45 CFR Part 2543) and its implementing regulations.

Former Section C. 11, “Retention of Records” was deleted and can be found in the regulations 45 CFR Parts 2543.53 and 2541.420.

Former Section C. 14, on “Drug-Free Workplace was deleted. The requirements from this section can be found in the Certifications and Assurances.

Former Section C. 15 on Non-Discrimination was deleted. The requirements on non-discrimination can be found in the regulations 45 CFR Part 2540.210, the Attachment to these Provisions, the Certifications and Assurances, and the Policy FAQ entitled Non-discrimination. The sections on “Public Notice,” “Records Compliance,” and “Obligation to Cooperate” were retained in Section C. 11.

Former Section C. 16, “Ownership and Sharing of Grant Products,” paragraph 3 and former Section C. 17 “Publications” were merged, revised, and re-titled in Section 12 “Grant Products.”

Former Section C. 16, “Ownership and Sharing of Grant Products,” paragraphs 1 and 2 were deleted and can be found in the regulations 45 CFR Parts 2541.340 and 2543.36.

Former Section C. 18, “Evaluation” was deleted. The requirements for Evaluation can be found in the regulations 45 CFR Part 2522.500-820.

Former Section C. 20, “Prior Approval Requirement” re-titled in Section 14 “Budget and Programmatic Changes.”

Section C. 17 “Trafficking in Persons” was added to comply with a government-wide administrative order.

Updated and attached the Grants Program Policy on Civil Rights and Non-harassment to the Provisions.

Re-titled Sections for consistency with other Corporation Provisions.

Changed the numbering of the Provisions to accommodate these changes.

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

C. 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 Provisions 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

These Provisions are binding on the Grantee. By accepting funds under this Grant, the Grantee agrees to comply with the Provisions and all applicable federal statutes, regulations, and guidelines. The Grantee agrees to administer the Grant 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 sub-Grants the applicable terms and conditions contained in this award.

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

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 the Corporation's implementing regulations at 45 CFR 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.** OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments - 45 CFR Part 2541.
 - ii.** OMB Circular A-87, Cost Principles for State and Local Governments – 2 CFR Part 225.
 - iii.** OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- b. Non-profit Organizations.** The following circulars and their implementing regulations apply to non-profit organizations:
 - i.** 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.
 - ii.** OMB Circular A-122, Cost Principles for Non-Profit Organizations – 2 CFR Part 230.
 - iii.** OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

- c. Education Institutions.** The following circulars and their implementing regulations apply to education institutions:
 - i.** 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.
 - ii.** OMB Circular A-21, Cost Principles for Educational Institutions – 2 CFR Part 220.

- 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 CFR 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 STANDARDS

- 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-102 and its implementing regulations (45 CFR Part 2543) or A-110 and its implementing regulations (45 CFR Part 2541), as applicable.

- b. 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.
- c. Audits.** A Grantee organization that expends \$500,000 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 \$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 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 sub-recipients: (1) identify the federal award and funding source; (2) advise sub-recipients of all requirements imposed on them; (3) monitor sub-recipient activities and compliance; (4) ensure sub-recipients 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 sub-recipients 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.

- d. Consultant Services.** Payments for consultant services under this Grant will not exceed \$540.00 per day (exclusive of any indirect expenses, travel, supplies, and so on) unless procured consistent with 45 CFR Part 2543.44.
- e. Equipment and Supplies.** Equipment and supplies will be handled in accordance with OMB Circular A-102 – Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government or with 2 CFR Part 215 – Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-profit Organizations.

6. 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 AmeriCorps grantees that become aware of suspected criminal activity in connection with the AmeriCorps program. Grantees 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@cnsolg.gov or by telephone at (800) 452-8210.

7. REPORTING REQUIREMENTS

The Grantee is responsible for timely submission of 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 complete and submit financial reports in eGrants to report the status of all funds. Grantees must submit timely cumulative financial reports in accordance with Corporation guidelines.

Grantees must complete and submit the financial report in eGrants to report the status of all funds. Grantees must submit timely cumulative financial reports in accordance with Corporation guidelines according to the following schedule.

- 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 Financial and Progress Reports.** Grantees must submit timely reports in accordance with Corporation guidelines according to the following schedule:

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

- d. **Final Financial Report.** Grantees completing the final year of their Grant must submit, in lieu of the last financial report, a final financial report. This final financial report is due 90 days after the end of the project period.
- e. **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. The Grantee shall submit such special reports as may be reasonably requested by the Corporation.

8. PROGRAM INCOME

- a. **General.** Income, including fees for service earned as a direct result of the Grant-funded program activities during the award period, must be retained by the Grantee and used to finance the Grant's non-Corporation share.
- b. **Excess Program Income.** Program income earned in excess of the amount needed to finance the Grantee share must follow the appropriate administrative requirements of 45 CFR Part 2541 or 45 CFR Part 2543, and cost principles of 2 CFR Parts 220, 225, 230 (formerly OMB Circulars A-87, A-122, and A-21) or 48 CFR Part 31, and be deducted from total claimed costs, or with approval from the Corporation through a budget amendment be used to enhance the program (additive process). Grantees that earn excess income must specify the amount of the excess in the comment box on the financial report.
- c. **Fees for service.** When using assistance under this grant, the Grantee may not enter into a contract for or accept fees for service performed by participants when:
 - i. The service benefits a for-profit entity;
 - ii. The service falls within the other prohibited activities set forth in clause 19 of these Grant Provisions; or

9. 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.

10. LIABILITY AND SAFETY ISSUES

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

11. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

- a. **Public Notice of Non-discrimination.** 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

*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 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.

- b. 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. The Corporation will provide specific guidance regarding records and compliance information.
- c. 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.

12. GRANT PRODUCTS

- a. **Sharing Grant Products.** To the extent practicable, the Grantee agrees to make products produced under the Grant available at the cost of reproduction to others in the field.
- b. **Acknowledgment of Support.** Publications created with funding under the grant 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.”

13. 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. Voter Registration Activities are Prohibited. In addition to the prohibited activities listed in 45 CFR Part 2520.65, staff and members may not engage in voter registration drives, and the Grantee may not use Grant funds to conduct a voter registration drive.
- f. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- g. 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.

- h.** 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.
- i.** 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.
- j.** 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.

14. BUDGET AND PROGRAMMATIC CHANGES

- a. Programmatic Changes.** The Grantee must obtain the prior written approval of the Corporation before making the following changes:
 - i.** Changes in the scope, objectives or goals of the project, transfer of the project effort, or timeline whether or not they involve budgetary changes.
 - ii.** Entering into sub-Grants or contracting out any activities funded by the Grant and not specifically identified in the approved application and/or Grant.
- b. Changes in the Budget.** The Grantee must obtain the prior written approval of the Corporation's Office of Grants Management before deviating from the approved budget in any of the following ways:
 - i. Specific Costs Requiring Prior Approval Before Incurrence** under OMB Circulars A-21, A-87 or A-122. 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.
 - ii. Purchases of Equipment over \$5,000** using Grant funds, unless specified in the approved application and budget.

- c. **Approvals of Programmatic and Budget Changes.** The Corporation's Grants Officers are the only officials who have the authority to alter or change the provisions or requirements of the Grant. The Grants Officers will execute written amendments or changes to the Grant, and Grantees should not assume approvals have been granted unless documentation from the Grants Office has been received.

15. SUSPENSION OR TERMINATION OF THE GRANT

- 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 CFR Part 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 described in 45 CFR§2540.400.

16. ORDER OF PRECEDENCE

Any inconsistency in this Grant shall be resolved by giving precedence in the following order: (a) Applicable Federal Statutes, (b) Corporation and other Federal regulations, (c) Grant Award, and (4) the approved Grant application for federal

assistance including all assurances, certifications, attachments, and pre-award negotiations.

17. 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 Grantee, your employees, sub-Grantees under this Grant, and sub-Grantee's 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 or sub-Grants under the Grant.
 - ii. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if you or a sub-Grantee that is a private entity –
 - (a) Is determined to have violated a prohibition in paragraph a.1 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.1 of this Grant term through conduct that is either:
 - A. Associated with performance under this Grant; or
 - B. Imputed to you or the sub-Grantee 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 a Grantee other than a private entity. We as the Federal awarding agency may unilaterally terminate this Grant, without penalty, if a subgrantee that is a private entity -
 - i. Is determined to have violated an applicable prohibition of paragraph a.1 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 the sub-Grantee 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 Governmentwide 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.1 of this Grant term.
 - ii. Our right to terminate unilaterally that is described in paragraph a.2 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.1 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:
 - A. A nonprofit organization, including any nonprofit 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).
 - B. 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).

D. ATTACHMENTS

1. Grant Program Civil Rights and Non-Harassment Policy



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@cns.gov, or through www.nationalservice.gov.

10/01/2008 _____
Date


David Eisner, Chief Executive Officer



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