

**GRANT AND COOPERATIVE AGREEMENT  
TERMS AND CONDITIONS**

(CFDA No. 94:019)

Version 6 (effective May 1, 2016)

**2016 SOCIAL INNOVATION FUND GENERAL  
GRANT AND COOPERATIVE AGREEMENT  
TERMS AND CONDITIONS**  
Effective May 1, 2016

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## I. STATUTORY AUTHORITY

This award is authorized by Section 198K (Funds) of the National and Community Service Act of 1990, as amended (42 U.S.C. §12653k), The Consolidated and Further Continuing Appropriations Act, 2015, Pub. L. No. 113-235, Division G, Title IV, Corporation for National and Community Service, and by the Federal Grant and Cooperative Agreement Act (FGCAA), 31 USC §§6301-6308. Other authorities are outlined in the General Terms and Conditions which are applicable to this award and can be found in eGrants via a link in the notice of grant award.

## II. SOCIAL INNOVATION FUND (SIF) SPECIFIC TERMS AND CONDITIONS

### A. DEFINITIONS. For this award the following definitions apply:

1. **Application** means all information and materials (including all assurances and certifications, the proposed budget as approved by CNCS, or any information incorporated by reference) submitted by the recipient in CNCS'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 CNCS 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. **Recipient** means the direct recipient of this award (intermediary) under section 198K of the NCSA (42 U.S.C. 12653k).
3. **Eligible Entity** means nonprofit organizations, public or nonprofit universities, state and local governments (and other political subdivisions), tribes, as well as faith-based organizations. Eligible nonprofit organizations include those described in as defined in 2 CFR 200.70.
4. **Competitive subrecipient/service recipient selection process** means an open and merit-based process to select eligible entities as subrecipients or service recipients carried out by a recipient in compliance with the following rules and in a manner which:
  - Is open to all eligible entities;
  - Provides sufficient public notice of the availability of SIF PFS sub or service recipient competitions to eligible entities within the specific local geographic area(s) or issue area(s) covered under this award;
  - Advises potential applicants of:
    - What organizations are eligible for funding;
    - How to obtain and submit an application;

- The criteria (including appropriate sub criteria) that will be considered in reviewing applications; and
  - Any relative percentages, weights, or other means used to distinguish among the criteria
- Ensures that subrecipient and service recipient applications will be reviewed consistent with the established criteria and will be free from any actual conflicts of interest (or the reasonable perception of any such conflict); and
  - Works with the SIF Program Office upon award to ensure understanding of developing a subrecipient and/or service recipient selection process that meets the related items above.

5. **Low-income community** means either:

- A population of individuals or households being served by a subrecipient or service recipient on the basis of having a household income that is 200 percent or less of the applicable Federal poverty guideline, or
- Either a population of individuals or households, or a specific local geographic area, with specific measurable indicators that correlate to low-income, such as, but not exclusive to, K-12 students qualifying for free- or reduced-lunch, long-term unemployment, risk of homelessness, low school achievement, persistent hunger, or serious mental illness.

As specified in section 198K (g) (1) of the NCSA, SIF PFS recipients must make subgrants or select service recipients, and otherwise support programs, that impact “low-income” communities and 1) address the specific measurable outcomes in the issue area(s) identified in the recipient’s application, and 2) are within the specific geographic areas of need related to those issue areas identified in the recipient’s application or as approved by CNCS.

6. **Subrecipient** means an eligible entity receiving cash funds awarded by a recipient under the competitive process outlined in section B.3. A subrecipient may also receive non-cash contributions, but must receive cash funds.
7. **Service recipient** means an eligible entity receiving only non-cash contributions, such as staff time in conducting feasibility assessments, building PFS capacity, and / or structuring or enabling PFS Projects, from a Recipient to carry out activities under the SIF PFS Competition Cooperative Agreement. These service recipients are selected through the competitive process outlined in section B.3 of these Terms and Conditions,

**B. ROLES AND RESPONSIBILITIES OF THE RECIPIENT**

Performance under this award is subject to the general oversight and monitoring of CNCS. Substantial involvement of CNCS will include:

1. **General**

The recipient must perform the activities supported by this award in compliance with the statutes, regulations and administrative authorities cited or referred to in both the General Terms and Conditions and SIF PFS Specific Terms and Conditions, in conformance with its approved application (including the approved budget), and consistent with any approvals or directions provided by CNCS in the course of carrying out the award. The recipient is legally accountable to CNCS for the use of award funds and is bound by both the General Terms and Conditions and SIF PFS Specific Terms and Conditions. The recipient is responsible for ensuring that subrecipients or contractors carrying out activities under this award comply with these General Terms and Conditions and SIF PFS Specific Terms and Conditions, including all law and regulations incorporated by reference.

## 2. **Affiliation with the Social Innovation Fund**

- a. **Identification as a Social Innovation Fund Program.** The recipient must identify the program as a Social Innovation Fund (SIF) program in accordance with the guidance below. All partnership agreements/MOUs related to the SIF program must explicitly state that the program is a SIF program and SIF dollars are the resource being provided.
- b. **The Social Innovation Name and Logo.** The Social Innovation Fund (SIF) name and logo are insignia owned by CNCS. CNCS provides a camera-ready logo. All recipient and subrecipient websites must clearly state that they are a SIF recipient or subrecipient and must prominently display the SIF logo. Recipients and subrecipients must use the Social Innovation Fund name and logo on all public facing materials, signs, banners, press releases, social media, and publications related to their SIF program in accordance with CNCS requirements.

To publicize the relationship between the program and the SIF, the recipient and subrecipient must use one of the following phrases when describing their program: “*a Social Innovation Fund (SIF) program*” or “*a proud recipient/subrecipient of the Social Innovation Fund (SIF) program.*” Recipients are strongly encouraged to provide information or training to their subrecipients about how their program is part of the SIF portfolio and about the other national service programs of CNCS. Recipients are strongly encouraged to place signs that include the SIF name and logo at their service sites and may use the slogan “*Powered by the Social Innovation Fund (SIF).*” SIF recipient representatives should include their affiliation with the SIF during public speaking opportunities.

The recipient may not alter the SIF logo, and must obtain written permission from CNCS before using the SIF name or logo on materials that will be sold, or permitting donors to use the SIF name or logo in promotional materials. The recipient may not use or display the SIF name or logo in connection with any activity prohibited by these

Terms and Conditions or the laws and regulations incorporated.

### 3. Selection of Subrecipients and Service Recipients

The recipient shall provide to CNCS a detailed plan for carrying out its competitive subrecipient/service recipient selection process within the timeline prescribed by the SIF Director. The recipient shall:

- a. As outlined in 198K(g)(5) of the NCSA, as amended (42 U.S.C. 12653k(g)(5)), ensure that subrecipients and service recipients are eligible institutions:
  - That have proven initiatives and a demonstrated track record of achieving specific outcomes related to the measurable outcomes for the eligible entity; or that articulate a new solution with a significant likelihood for substantial impact
  - articulate measurable outcomes for the use of the subgrant funds or services that are connected to the measurable outcomes for the recipient
  - will use the funds to replicate, expand, or support their initiatives
  - will use the funds received through the award in order to make subgrants in cash funding or provide services to eligible entities to replicate or expand proven initiatives or support new initiatives through a PFS model in low-income communities
  - provide a well-defined plan for replicating, expanding, or supporting the initiatives funded
  - can sustain the initiatives after the subgrant or service period concludes through reliable public revenues, earned income, or private sector funding
  - have strong leadership and financial and management systems
  - are committed to the use of data collection and evaluation for improvement of the initiatives
  - will implement and evaluate innovative initiatives, to be important contributors to knowledge in their fields; and
  - will meet the requirements for providing matching funds specified in these Terms and Conditions;
- b. As outlined in 198K(j)(3) of the NCSA, as amended (42 U.S.C. 12653k(j)(3)), ensure that subrecipients and service recipients applications

include:

- a description of the initiative the subrecipient or service recipient carries out and plans to replicate or expand, or of the new initiative the subrecipient or service recipient intends to support, using funds or services received from the recipient, and how the initiative relates to the issue areas in which the recipient has committed to work on;
- data on the measurable outcomes the subrecipient or service recipient has improved, and information on the measurable outcomes the applicant seeks to improve by replicating or expanding a proven initiative or supporting a new initiative, which shall be among the measurable outcomes that the recipient identified in the recipient's application;
- an identification of the community in which the subrecipient or service recipient proposes to carry out an initiative, which shall be within a local geographical area described in the recipient's application, as applicable;
- a description of the evidence-based decision making strategies the subrecipient or service recipient uses to improve the measurable outcomes, including—
  - use of evidence produced by prior rigorous evaluations of program effectiveness including, where available, well-implemented randomized controlled trials; or
  - a well-articulated plan to conduct, or partner with a research organization to conduct, rigorous evaluations to assess the effectiveness of initiatives addressing national or local challenges;
- a description of how the subrecipient or service recipient uses data to analyze and improve its initiatives;
- If providing subgrants, specific evidence of how the subrecipient will meet the requirements for providing matching funds;
- a description of how the subrecipient or service recipient will sustain the replicated or expanded initiative after the conclusion of the subgrant or service period; and
- any other information the eligible entity may require, including information necessary for the eligible entity to fulfill the requirements in Section B(3)(1) of these Terms and Conditions.

- c. Make subawards in annual amounts not less than \$75,000 and not more than \$400,000, using SIF funding, not including required match, per year over the recipient's performance period.;
- d. Be consistent with the recipient's application and approved budget;
- e. Ensure that no less than 80% of the funds provided by CNCS under its Cooperative Agreement are awarded to subrecipients as cash subgrants or to service recipients as services. A Recipient may request a waiver to this requirement to provide funding for projects that may directly or indirectly benefit subrecipients or service recipients, such as projects that build data capacity and infrastructure for Sub projects, or initiatives to build a learning community among the Sub cohort. A request for a waiver of this requirement in order to conduct such projects must be formally submitted to CNCS for consideration at least one month prior to the proposed project's initiation date.

CNCS will review and approve the Recipient's final detailed plan for carrying out its competitive subrecipient and/or service recipient selection process within approximately 15 business days of receipt of the plan. CNCS will also review the Recipient's execution of its approved competitive subrecipient and/or service recipient selection process for compliance with the applicable requirements under grant awards.

#### **4. SIF Learning Community**

The recipient shall participate in SIF Learning Community activities as reasonably requested by CNCS from time to time and shall work collaboratively with CNCS to develop such activities. CNCS will facilitate the coordination of such activities among stakeholders. Such activities may include the development of best practice deliverables.

#### **5. Prohibited Program Activities**

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

- Attempting to influence legislation.
- Organizing or engaging in protests, petitions, boycotts, or strikes.
- Assisting, promoting or deterring union organizing.
- Impairing existing contracts for services or collective bargaining agreements.
- Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.
- Conducting a voter registration drive or using CNCS funds to conduct a voter

registration drive.

- Participating, in or endorsing, events or activities that is likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected Officers.
- 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.
- Providing a direct benefit to:
  - A for-profit entity;
  - A labor union;
  - A partisan political organization;
  - An organization engaged in the religious activities described in the preceding sub- clause, unless Agreement funds are not used to support the religious activities; or
  - A nonprofit entity that fails to comply with the restrictions contained in section(c) (3) of U.S.C. Title 26.
- Providing abortion services or referrals for receipt of such services.
- Grant funds may not be used for international travel or projects where the primary beneficiaries of an activity are outside the United States.
- Grant funds may not be used for lobbying prohibited by 2 CFR § 200.450.
- Such other activities as CNCS may prohibit.

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

### **C. NOTICE TO CNCS OF ADDITIONAL DEVELOPMENTS OR DELAYS**

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

### **D. MATCHING FUND REQUIREMENTS**

As provided in the Notice of Funding Availability (NOFA), the recipient must match 100%

of federal funds expended for carrying out activities supported under this award from non-federal sources. Up to 50% of the match can be from third-party, in-kind contributions.

Subrecipients are also required to match 100% of federal funds expended from non-federal sources. Up to 100% of the match may be from third party, in-kind contributions.

For any in-kind match, recipients and subrecipients must follow the requirements of the 2 CFR. 200.306 To determine the value of in-kind donations of goods and services.

Recipients must document all in-kind support, such as personal services, materials, equipment, and space. The valuation of the services provided must be reasonable, necessary and consistent with the organization's established practice.

## **E. REPORTING REQUIREMENTS**

For both programmatic and financial reports, a recipient must set its own submission deadlines for its respective sufficient to enable the recipient to report on-time.

### **1. Recipient Progress Reports**

Each recipient must submit quarterly reports in year 1 only, in the appropriate electronic system summarizing progress on the specific measurable outcomes identified in the recipient's application during the quarter. Each recipient shall also report on other measures established by CNCS in consultation with the recipient. At the discretion of CNCS, deadlines are as follows:

<b><u>Due Date</u></b>	<b><u>Reporting Period Covered</u></b>
October 31	Start of Award through September 30 (quarterly report for year 1 only)
January 31	October 1 through December 31 for year 1; June 1 through December 31 for years 2 and 3
April 30	January 1 through March 31 (quarterly report year 1 only)
July 31	April 1 through June 30 for year 1; January 1 through June 30 for years 2 and 3

### **2. Financial Reports**

The recipient must submit semiannual cumulative Federal Financial Reports (FFR), summarizing expenditures during the reporting period. These reports will be submitted timely through the appropriate electronic system. At the discretion of CNCS, the FFR deadlines are as follows:

**Due Date**

**Reporting Period Covered**

October 31

Start of Award through September 30

April 30

October 1 through March 31

October 31

April 1 through September 30

All Recipients must also submit an 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 recipient; and 2) CNCS receives a written 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 SIF Program Office.

**4. Final Financial Report**

A recipient completing the final year of its award must submit, in lieu of the last semiannual financial report, a final financial report. This report is due no later than 90 days after the end of the award.

**5. Program Income**

a. General. Income, including any fees for service earned as a direct result of the grant or cooperative agreement-funded program activities during the award period, must be retained by the recipient and used to finance the grant or cooperative agreement's non-CNCS share in accordance with 2 CFR §200.307(e)(3).

b. Excess Program Income. Program income earned in excess of the amount needed to finance the recipient share must be added to funds committed to the project by CNCS and the recipient and used to further expand eligible program activities and objectives in accordance with 2 CFR §200.307(e)(2). This program income must be used for the purposes and under the conditions of this Federal award.

**F. AWARD PERIOD AND INCREMENTAL FUNDING**

For the purpose of SIF awards, a project period is the complete length of time a recipient is

funded to complete approved activities under the award. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are provided to fund a recipient's approved activities and budget.

Unless otherwise specified, the recipient's award covers a three-year project period. Continuation funding is contingent upon satisfactory performance as determined by CNCS and the availability of funds. The project period and the budget period are noted on the Notice of Grant Award.

## **G. ANNUAL CNCS NSCHC TRAINING**

All grant recipients and subrecipients must complete CNCS NSCHC training every year. The CNCS designated e-course provides a thorough overview of the requirements and can be found at: <http://cncstraining.articulate-online.com/4240214797>. Each grant recipient and subrecipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the grant recipient or subrecipient. The grant recipient and subrecipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients and subrecipients should save certificates of completion from each year as grant records. For 2016, grant recipients and subrecipients should complete this requirement by December 31, 2016.

### III. Appendices

#### *ASSURANCES*

As the duly authorized representative of the applicant, I assure, 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.

### **For Social Innovation Fund Applicants ONLY**

- Will use the funds received through the award in order to make subgrants in cash funding or provide services to eligible entities toward the assessment and/or completion of Pay for Success projects.
- Will consult with a diverse cross section of community representatives in making decisions about selecting subrecipients or service recipients for communities (including individuals from the public, nonprofit private, and for-profit private sectors).
- Will make subgrants or provide services of a sufficient size and scope to enable the selected eligible entities to build their capacity to manage initiatives, and sustain replication or expansion of the initiatives;
- Will not make any subgrants to or select a service recipient that is--
  - the parent organizations of the applicant,
  - a subsidiary organization of the parent organization of the applicant, or,
  - if the applicant applied for a SIF award as a partnership, any member of the partnership.
- Commits to meeting the matching cash fund requirements of section.
- Commits to use data and evaluations to improve the applicant's own model and to improve the initiatives funded by the applicant.
- Commits to cooperate with any evaluation activities undertaken by CNCS.

## ***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 2 CFR § 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 2 CFR § 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.

#### **Definitions**

The terms “debarment”, “suspension”, “excluded”, “disqualified”, “ineligible”, “participant”, “person”, “principal”, 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 No procurement 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.

### **Certification – Drug Free Workplace**

This certification is required by CNCS's regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 2 CFR Parts 182 and 2245. 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 funds received from CNCS have been or will be paid, by or on behalf of the applicant, to any person or agent acting for the applicant, related to activity designed to influence the enactment of legislation, appropriations, administrative action, proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.
- 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 sub awards 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.

**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.