

## **2021 Terms and Conditions for AmeriCorps Seniors Senior Demonstration Grant Program (SDP)**

*These AmeriCorps<sup>1</sup> Grant Program- Specific Terms and Conditions as well as the 2021 AmeriCorps General Terms and Conditions are binding on the recipient.*

<b>TABLE OF CONTENTS</b>		
I.	Changes from the 2020 SDP Program Terms and Conditions	1
II.	Award Period and Incremental Funding	2
III.	Prohibition on Use of Funds	2
IV.	Stipends	5
V.	Failure to Maintain Volunteer Service Years	5
VI.	External Evaluation and Data Collection	5
VII.	Lobby Disclosure	5
VIII.	Reporting Requirements	6
IX.	Program Income	7
X.	Budget and Programmatic Changes	7
XI.	National Criminal History Checking Training	9

### **I. CHANGES FROM THE 2020 SDP PROGRAM TERMS AND CONDITIONS**

- Replaced all references to CNCS with AmeriCorps. Removed all references to FFMC.
- Replaced all references to Grants Officers and Program Officers with Portfolio Manager.
- Deleted the following sections: Notice of Funding Opportunity, Award Acceptance, Recognition of Federal Funding; Encumbrance of Award Funds, Recognition Events, AmeriCorps Seniors Branding, and Audits and Attestation Requirements.
- Deleted the monitoring section as it exists in the General Terms and Conditions.
- Deleted the following sections: Federal Financial Reports (FFRs) – Jan-Jun and Jul- Dec and Apr-Sep and Oct- Mar; and Annual Progress Report and merged all program and financial reporting information into on Section VIII. Reporting Requirements.
- Section II: changed title from Grant Period to Award Period and Incremental Funding.
- Section VII: updated lobbying disclosure requirements.
- Section VIII: provided specific dates for program reporting.
- Section VIII: noted \$0 SDP grantees are exempt from financial reporting requirements.
- Section VIII: changed the due date of the final FFR from 90 days to 120 days to align with new Uniform Guidance requirements.
- Section X: updated the Authorities of Programmatic and Budget Changes section to reflect AmeriCorps responsibilities.

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

- Section XI: updated the links for the required National Service Criminal History Check training.

## **II. AWARD PERIOD AND INCREMENTAL FUNDING**

For the purpose of this award, a project period is the complete length of time the recipient is proposed to be 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 being provided to fund a recipient's approved activities and budget.

Unless otherwise specified, the award covers a three-year project period. In approving a multi-year project period, AmeriCorps generally makes an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a recipient's demonstrated capacity to manage an award and comply with award requirements, and the availability of Congressional appropriations. AmeriCorps reserves the right to adjust the amount of an award or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

## **III. PROHIBITION ON USE OF FUNDS**

As specified in 42 U.S.C. § 5043(c), as well as in 45 CFR §§ 2551.121 and 2552.121, while charging time to a Senior Demonstration Grant program, accumulating service, or training hours, or otherwise performing activities supported by the Senior Demonstration Grant Program or AmeriCorps, staff and volunteers may not engage in the following activities:

### **A. Political activities.**

1. No part of any award shall be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity. No project shall be conducted in a manner involving the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with:
  - a. Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or
  - b. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
  - c. Any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But, in making registration applications and nonpartisan voter registration information available, employees of the sponsor shall not express preferences or seek to

influence decisions concerning any candidate, political party, election issue, or voting decision.

2. Notwithstanding 42 U.S.C. § 5043(c), and 45 C.F.R. §§ 2551.121(a)(3) and 2552.121(a)(3), anti-lobbying language in AmeriCorps's current appropriations legislation (like anti-lobbying language in AmeriCorps's past appropriations legislation) prohibits recipients from using AmeriCorps funds to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

**B. Non-displacement of employed workers.**

An AmeriCorps Seniors volunteer in the Senior Demonstration Grant Program shall not perform any service or duty or engage in any activity that would otherwise be performed by an employee of the sponsor, or that would supplant the hiring of, or result in the displacement of employees, or impair existing contracts for services.

**C. Compensation for service.**

A Senior Demonstration Grant Program grantee agency or organization to which AmeriCorps Seniors volunteers are assigned, or which operates or supervises any SDP project or program, shall not request or receive any compensation from AmeriCorps Seniors volunteers or from beneficiaries for services of AmeriCorps Seniors volunteers.

1. The regulations do not prohibit a sponsor from soliciting and accepting voluntary contributions from the community at large to meet its local support obligations under the grant or from entering into agreements with parties other than beneficiaries to support additional volunteers beyond those supported by the AmeriCorps grant;
2. A volunteer station may contribute to the financial support of the SDP project or program. However, this support shall not be a required precondition for a potential station to obtain Senior Demonstration Grant Program services;
3. If a volunteer station agrees to provide funds to support additional AmeriCorps Seniors volunteers, or pay for other volunteer support costs, the agreement shall be stated in a written Memorandum of Understanding. The sponsor shall withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding

diminishes or jeopardizes the project's financial capabilities to fulfill its obligations;

4. Under no circumstances shall AmeriCorps Seniors volunteers receive fees for service from service recipients, their legal guardians, members of their family, or friends.

**D. Labor and anti-labor activity.**

The sponsor shall not use grant funds directly or indirectly to finance labor or antilabor organizations or related activities.

**E. Fair labor standards.**

A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities shall pay wages at prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a.

**F. Religious activities.**

Neither an AmeriCorps Seniors volunteer, nor a member of the project staff funded by AmeriCorps, shall give religious instruction, conduct worship services or engage in any form of proselytization as part of his or her duties.

1. A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use AmeriCorps funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part.

**G. Nepotism.**

Persons selected for project staff positions shall not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the sponsor Board of Directors, unless there is written concurrence from the community group established by the sponsor and upon prior notification and approval by AmeriCorps.

#### **IV. STIPENDS**

The recipient may not expend funds approved for payment of stipends for any other purpose without the prior written approval of AmeriCorps' Portfolio Manager.

#### **V. FAILURE TO MAINTAIN VOLUNTEER SERVICE YEARS**

Failure of the Recipient to maintain Volunteer Service Year (VSY) program levels in accordance with the approved work plan and budget covered by the Notice of Grant Award may result in a reduction of funding for the succeeding year in accordance with AmeriCorps Seniors program policies.

#### **VI. EXTERNAL EVALUATION AND DATA COLLECTION**

The recipient must cooperate with AmeriCorps and its evaluators in all monitoring and evaluation efforts. As part of this effort, the recipient must collect and submit certain project data, as defined in the Progress Report Supplement (PRS), and must provide data as requested or needed to support external evaluations.

#### **VII. LOBBY DISCLOSURE**

- A.** No Federal appropriated funds may be used by the recipient to pay to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B.** Any recipient who requests or receives a grant from AmeriCorps shall file with AmeriCorps a certification, set forth in 31 U.S.C. Section 1352 ("Limitation on use of appropriated funds to influence certain Federal contracting and financial transactions"), which generally prohibits recipients of Federal grants and cooperative agreements from using Federal (appropriated) funds for lobbying the Executive or Legislative branches of the Federal Government in connection with a specific grant or cooperative agreement. By signing and submitting an application, the application provides certification that the recipient understands and will comply with this statutory requirement and that the recipient has not made, and will not make, any payment prohibited under section VII.A. above.

- C. For Senior Demonstration Program Grant awards that exceed \$100,000, pursuant to 31 U.S.C. 1352, the recipient is required to file with AmeriCorps a disclosure report, Standard Form LLL, Disclosure of Lobbying Activities, in accordance with its instructions, at the end of any quarter, when the recipient has paid or agreed to pay, using non-appropriated funds (including any profits from any covered Federal action, any lobbying entity 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 a covered Federal action. If applicable, the report must be submitted to the grantee's AmeriCorps Portfolio Manager.

**VIII. REPORTING REQUIREMENTS**

The recipient is responsible for timely submission of periodic financial and progress reports during the project period and a final financial report at the end of the period.

- A. **Progress Reports.** The recipient shall complete and submit a full progress report at the end of the budget period. The report is submitted through the appropriate electronic system no later than 30 days after the end of the budget period.
- B. **Financial Reports.** The recipient shall complete and submit financial reports in eGrants to report the status of all funds. The recipient must submit timely financial reports, reporting on a cumulative basis from the start of the grant over the performance period of the grant, in accordance with AmeriCorps guidelines.

Recipients who receive funding from AmeriCorps with budget periods starting in April or October submit according to the following schedule:

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	October 1 - March 31
October 30	April 1 - September 30

Recipients who receive funding from AmeriCorps with budget periods starting in January or July submit according to the following schedule:

<u>Due Date</u>	<u>Reporting Period Covered</u>
July 30	January 1 - June 30
January 30	July 1 - December 31

- C. **Final Financial Report.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. The final report is due no later than 120 days after the end of the project period.
- D. **\$0 SDP Grantees.** Any SDP that receives a \$0 award is exempt from the semi-annual and final financial reporting requirements. Any \$0 SDP grantee should follow the progress reporting requirement noted in VIII.A. above.

- E. Reporting at the Dept. of Health and Human Services/Payment Management System (HHS/PMS).** All recipients must submit the Federal Financial Report (FFR) Cash Transactions Report on a quarterly basis to the HHS/PMS per the Electronic Funds Transfer Agreement.
- F. Requests for Extensions.** Each recipient must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when: 1) the report cannot be furnished in a timely manner for reasons, in the determination of AmeriCorps, which are legitimately beyond the control of the recipient, and 2) AmeriCorps receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for reports may only be granted by the AmeriCorps Portfolio Manager, as appropriate.

## **IX. PROGRAM INCOME**

- A. General.** Income, including fees for service earned as a direct result of the grant-funded program activities during the grant period, must be retained by the recipient and used to finance the grant's non-AmeriCorps share.
- B. Excess Program Income.** Program income earned in excess of the amount needed to finance the recipient share must follow the appropriate requirements of 2 CFR § 200.307(e)(1) and be deducted from total claimed costs, or with prior written approval from AmeriCorps, the requirements of 2 CFR § 200.307(e)(2) through a budget amendment be used to enhance the program (additive process). Recipients that have unexpended program income must report it on-line "o" of the Federal Financial Report (FFR).
- C. Fees for service.** When using assistance under this grant, the recipient may not enter into a contract for or accept fees for service performed by participants when:
  - 1. The service benefits a for-profit entity;
  - 2. The service falls within the other prohibited activities set forth in statute, regulation, or these grant terms and conditions.

## **X. BUDGET AND PROGRAMMATIC CHANGES**

- A. Programmatic Changes.** The recipient must first obtain the prior written approval of the AmeriCorps Portfolio Manager before making any of the following changes (1-3):
  - 1. Changes in the scope, objectives or goals of the project, transfer of the project effort, or project timeline whether or not they involve budgetary changes;

2. Substantial changes in key personnel specified in the application;
3. The disengagement from the project for more than three months, or at least a 25 percent reduction in time devoted to the project by the approved Project Director.

Upon notification to the AmeriCorps Portfolio Manager, recipients may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from AmeriCorps. As soon as practicable, recipients making disaster-related programmatic changes must discuss the performance measure adjustments, and other AmeriCorps grant requirements with the AmeriCorps Portfolio Manager. While written approval from AmeriCorps not required before making disaster-related programmatic changes, AmeriCorps reserves the right to limit or deny disaster-related programmatic changes, including disallowing costs associated with the disaster related activities.

**B. Budgetary Changes.** The recipient must obtain the prior written approval of AmeriCorps' Portfolio Manager before deviating from the approved budget in any of the following ways:

1. Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal grants at 2 CFR § 200.407. Certain cost items in 2 CFR § 200.407 require prior written approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.
2. Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
3. Unless the AmeriCorps share of the grant is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget must be approved in writing in advance by AmeriCorps. The total budget includes both the AmeriCorps and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

**C. Approval of Programmatic and Budget Changes.** AmeriCorps' Portfolio Managers are the only officials who have the authority to alter or change the terms and conditions or requirements of the grant. Portfolio Managers will execute written amendments and recipients should not assume approvals have been granted unless documentation from AmeriCorps' Office of Grant

Administration (OGA) has been received via a Notice of Grant Award. Programmatic changes also require final approval of AmeriCorps' OGA after written recommendation for approval is received from the Portfolio Manager.

## **XI. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING**

All recipients must complete AmeriCorps' National Service Criminal History Check (NSCHC) training every year. The AmeriCorps designated e-course provides a thorough overview of the requirements. General information and the e-course can be found at: <https://www.nationalservice.gov/resources/criminal-history-check>, unless otherwise notified by AmeriCorps. Each grant recipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the grant recipient. The grant recipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients must save certificates of completion from each year as grant records.