

**Retired Senior Volunteer Program
State Money (TEXAS ONLY)
2016 GRANT TERMS AND CONDITONS
Effective January 1, 2016**

These Corporation for National & Community Service (CNCS) Grant Terms and Conditions are binding on the recipient. By accepting funds under this award, the recipient agrees to comply with, and include in all awards and subaward, these program-specific Grant Terms and Conditions, the CNCS general grant terms and conditions, all applicable federal statutes, regulations and guidelines, and any amendments thereto. The grantee agrees to operate the funded program in accordance with the approved grant application and budget, supporting documents, and other representations made in support of the approved grant application. The term recipient is used to connote either grant recipient or subrecipient, as appropriate, throughout these Terms and Conditions.

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A. Recognition Events

Recipient will assure that at Recognition events, CNCS is acknowledged as the Federal agency responsible for the primary Federal funding of the project.

B. Grant Period

Unless otherwise specified, the award covers a three year project period. In approving a multiyear project period the Corporation makes an initial award for the first budget period. Additional funding for subsequent budget periods is contingent upon satisfactory

progress and the availability of funds. The project period and the budget are noted on the award document.

C. Federal Financial Reports (FFRs) – Expenditures/Sep - Feb and Mar - Aug

Recipients with budget periods starting in January or July paid through HHS/PMS must submit the Standard Form 425, Federal Financial Report (FFR), semi-annually from the start date of the award to report the status of all funds. FFRs must report expenses on a cumulative basis over the performance period of the award and be submitted according to the following schedule:

<i>Period Covering:</i>	<i>Report Due:</i>
September 1 to February 28	March 31
March 1 to August 31	September 30

Programs completing the final year of their grant must submit a final FFR that is cumulative over the entire grant period. This FFR is due 90 days after the close of the grant.

D. Federal Financial Reporting/Disbursements

Recipients paid through HHS/PMS will report quarterly disbursements to HHS through SMARTLINK II. Recipients will report disbursements using the web based version of the Standard Form 425, Federal Financial Report, no later than 30 calendar days following the end of each quarter.

E. Annual Progress Report

Recipients must prepare a full Progress report at the end of the 4th quarter of the budget period. The report must be submitted in eGrants no later than 30 days after the end of the designated reporting period. Recipients must prepare and submit the Progress Report Volunteer Service Year production data elements at the end of the 2nd and 4th quarters of the budget period. These reports must be submitted in eGrants no later than 30 days after the end of the designated reporting period.

F. Recognition of Federal Funding

When issuing statements, press releases, requests for proposals, bid solicitations, annual reports and other documents describing projects or programs funded in whole or in part with CNCS money, the grantee receiving federal funds, including but not limited to state and local governments, shall clearly state (1) the percentage of the total cost of the program which will be financed with CNCS money, and (2) the dollar amount of CNCS funds for the project or program.

G. Program/Project Manager Authority

The Program/Project Manager for this award is listed on the face page of the Notice of Grant Award. The Program/Project Manager has full authority to represent CNCS in

connection with management of the technical and programmatic performance of the award. They are not authorized to change the terms and conditions, estimated costs, or period of performance, or to give approvals, written or verbal, specifically reserved for the Grant Officer.

H. Prohibition on Use of Program Grant Funds

As specified in 45 C.F.R. §§ 2553.91, while charging time to a Retired Senior Volunteer Program, accumulating service, or training hours, or otherwise performing activities supported by the Retired Senior Volunteer Program or CNCS, staff and volunteers may not engage in the following activities:

1. Political activities.

a. 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:

- i. Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or
- ii Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
- iii 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.

b. Notwithstanding 42 U.S.C. § 5043(c), 45 C.F.R. §§ 2553.91 (a)(3), language in CNCS's current appropriations legislation, as well as language in past appropriations legislation, provides that recipients are not permitted to use funds appropriated to CNCS used 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.

2. Non-displacement of employed workers. A Retired Senior Volunteer Program Volunteer shall not perform any service or duty or engage in any activity which would otherwise be performed by an employee of the sponsor or which would supplant the

hiring of or result in the displacement of employees, or impair existing contracts for services.

3. **Compensation for service.** A Retired Senior Volunteer Program agency or organization to which RSVP volunteers are assigned, or which operates or supervises any RSVP program shall not request or receive any compensation from RSVP volunteers or from beneficiaries for services of RSVP volunteers.

- i 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 CNCS award;
- ii A volunteer station may contribute to the financial support of the Retired Senior Volunteer Program. However, this support shall not be a required precondition for a potential station to obtain Retired Senior Volunteer Program services.
- iii If a volunteer station agrees to provide funds to support additional Retired Senior Volunteer Program 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;
- iv Under no circumstances shall a Retired Senior Volunteer Program volunteer receive a fee for service from service recipients, their legal guardian, members of their family, or friends.

4. **Labor and anti-labor activity.** The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organization or related activity.

5. **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.

6. **Religious activities.** A Retired Senior Volunteer Program volunteer or a member of the project staff funded by CNCS shall not give religious instruction, conduct worship services or engage in any form of proselytization as part of his or her duties.

- i 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 CNCS 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.

7. **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 under Subpart B of this part and with notification to the Corporation

I. EXTERNAL AND DATA COLLECTION

The grantee must cooperate with the Corporation and its evaluators in all monitoring and evaluation efforts. As part of this effort, the grantee must collect and submit certain project data, as defined in the Project Profile and Volunteer Activity (PPVA) and must provide data as requested or needed to support external evaluations.

J. LOBBY DISCLOSURE

For grant awards exceeding \$100,000, pursuant to 31 U.S.C. 1352, the Grantee is required to file a disclosure report, Standard Form LLL, Disclosure of Lobbying Activities, at the end of any quarter, when the Grantee has paid or agreed to pay 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. The report must be submitted to the Corporation State Program Director.

K. REPORTING REQUIREMENTS

This section applies only to the recipient. The recipient is responsible for timely submission of periodic financial and progress reports during the project period and a final financial report and for setting submission deadlines for its respective subrecipients, if applicable, that ensure the timely submission of recipient reports.

1. **Financial Reports.** The recipient shall complete and submit financial reports in eGrants to report the status of all funds. The recipient must submit timely cumulative financial reports in accordance with CNCS guidelines and sections E and F, above.
2. **Final Financial Report.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. These reports are due no later than 90 days after the end of the project period.
3. **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.
4. **Progress Reports.** The recipient shall complete and submit timely progress reports to include a summary of accomplishments during the reporting period. This includes reporting on the progress to date made by the recipient and subrecipients for that

reporting period. The report is submitted through the appropriate electronic system. Individual program guidance determines the due date for the reports.

5. **Requests for Extensions.** Each grantee must submit a financial report 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 CNCS, legitimately beyond the control of the grantee, 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 Field Financial Management Center (FFMC), and extensions of deadlines for progress reports may only be granted by the Program Office.

6. **Other.** The recipient shall meet as necessary with the CNCS Program Office or with other staff or consultants designated by the CNCS Program Official to exchange views, ideas, and information concerning the project. The recipient shall submit such special reports as may be reasonably requested by CNCS.

L. PROGRAM INCOME

1. **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-CNCS share.
2. **Excess Program Income.** Program income earned in excess of the amount needed to finance the grantee 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 CNCS, the requirements of 2 CFR § 200.307(e)(2) through a budget amendment be used to enhance the program (additive process). Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.
3. **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 statute, regulation, or these award terms and conditions.

M. BUDGET AND PROGRAMMATIC CHANGES

1. **Programmatic Changes.** The grantee must obtain the prior written approval of CNCS before making the following changes:
 - a. 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.
 - b. Entering into subawards or contracts for activities funded by the award, but not identified or included in the approved application and grant budget.
2. **Budgetary Changes.** The grantee must obtain the prior written approval of CNCS's Field Financial Management Center (FFMC) before deviating from the approved budget in any of the following ways:

- a. Specific Costs Requiring Prior Approval Before Incurrence under 2 CFR § 200.407. Examples of costs requiring prior written approval before they are allowed include rearrangement and alteration costs, and pre-award costs.
 - b. Purchases of Equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
 - c. Unless the CNCS share of the award is \$50,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by CNCS. The total budget includes both the CNCS 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.
3. **Approvals of Programmatic and Budget Changes.** CNCS's Grants officers are the only officials who have the authority to alter or change the provisions or requirements of the grant. Programmatic changes also require final approval of CNCS's Field Financial Management Center (FFMC) after written recommendation for approval is received from the Program Office. The Grants Officers will execute written amendments, and Recipients should not assume approvals have been granted unless documentation from the Grants Office has been received.

N. SENIOR CORPS BRANDING

“RSVP” must be included in all references to the project. Accordingly, “RSVP” must be included in the title of the project as listed on the grant application, and in all project promotions for the duration of the project period, including but not limited to recruitment, recognition, and publicity.

O. AVAILABILITY OF FUNDS

The authority to award The Department of Aging and Disability (DADS) grants is contingent upon the availability of funding. If the Corporation for National and Community Service (CNCS) is not issued the funding from DADS by way of a check in the amount determined and agreed upon in the signed Memorandum of Agreement established by both parties, this authority is rescinded.

ATTACHMENTS

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, age, religion, sexual orientation, disability, gender identity or expression, 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.

5/1/2014

Date


Wendy Spencer, Chief Executive Officer