

SUBGRANT AGREEMENT

APPLICATION ID: XXXXXXXXX
SUBGRANT #: XXXXXXXXX
DUNS #: _____

Calendar Year: 2017-18
CFDA #: 94.006

GRANTOR:

Nevada Volunteers
639 Isbell Road Suite 220
Reno, Nevada 89509

GRANTEE:

Program Name
Address
City, State Zip code

AMERICORPS* PROJECT NAME:
Program Name
AmeriCorps* Program

This subgrant agreement is made and entered into by Nevada Volunteers, hereinafter referred to as Grantor, and Grantee Name, hereinafter referred to as Grantee. This subgrant agreement consists of these Terms & Provisions and these five references:

1. 2017-18 AmeriCorps* Grant Application (eGrants)
<https://egrants.cns.gov/espan/main/login.jsp>
2. 2017 Terms and Conditions for AmeriCorps State and National Grants effective May 1, 2017
<https://egrants.cns.gov/termsandconditions/Final2017AmeriCorpsTC20170413.pdf>
3. 2017 General Grant Terms and Conditions
<https://egrants.cns.gov/termsandconditions/2017GeneralTAndC20161129-508.pdf>
4. 45 CFR Parts 2510, 2520, 2521, 2522, 2540 and 2550. AmeriCorps* National Service Program; Final Rule and the Kennedy Serve America Act of 2009 (Public Law 111-13).
<http://www.nationalservice.gov/build-your-capacity/grants/managing-ameri-corps-grants>
5. Grantee Resource Manual
<http://nevadavolunteers.org/ameri-corps/grantee-resources/>

- G. Programs may not start prior to the approved start date of the budget period. If pre-award costs are requested, they must be requested prior to the start date of the grant and in accordance with OMB guidance. Examples of allowable costs include: personnel expenses and benefits; prospective member travel and staff travel; staff training and training for prospective members (this does not include Pre-Service Orientation); equipment; supplies; contractual and/or consultant services; program evaluation; and other program operating costs. Pre-award costs that are not allowable include member living allowances and member support costs, including FICA and workers' compensation.
- H. Grantee agrees to comply with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, for Federal Awards. Grants under this program are subject to 2 CFR 200 and CNCS regulations issued to implement the part. This final guidance, published on Dec. 26, 2013, supersedes and streamlines requirements from OMB Circulars A-21, A-87, A-110, and A-122 (which have been placed in OMB guidances); Circulars A-89, A-102, and A-133; and the guidance in Circular A-50 on Single Audit Act follow-up. Fixed amount awards are not subject to the cost principles in 2 CFR Part 220, Subpart E. Fixed price awards must comply with the remaining provisions of 2 CFR Part 220 including subpart F, relating to audit requirements.
- I. Grantee will comply with all other applicable statutes, executive orders, regulations and policies governing the Fixed-Amount grant program, including but not limited to, those cited in both sets of Terms and Conditions, the AmeriCorps* Grant Assurances and Certifications and those cited in 45 C.F.R. Parts 2510, 2520, 2521, 2522, 2540 and 2550 and the Kennedy Serve America Act of 2009 (Public Law 111-13).
- J. Grantor processes invoices twice monthly and must be in receipt of all invoices by 5 p.m. on the 25th day and the 10th day of each month. If the 25th or the 10th falls on a weekend or holiday, the invoices must be received by 5 p.m. of the next business day. Grantor will process reimbursement requests received on the 25th day of the month with accounts payable on the 5th day of the next month and for any reimbursement requests received by the 10th day of the month they will be processed with the accounts payable on the 20th day of the same month.
- K. Grantee will submit an invoice for reimbursement of costs based on the MSY achievement as tracked in OnCorps. This invoice is submitted through the OnCorps system. All member hours must be up-to-date in order to fully process an invoice. Backup documentation should include the Fixed Price Grant Reimbursement Request Certification (available in the Grantee Resources section of the website) and associated backup.

Section III. Records, Audits, Participant Information

- A. Grantor, its auditor, the Head of the Federal Grantor Agency and the Comptroller General of the United States, or any duly authorized representatives, shall have access to any books, documents, papers, records (including computer records), annual audits and/or personnel of the Grantee and its sub-recipients which are

pertinent to this subgrant for the purpose of monitoring, auditing, or examination and may make excerpts, copies, and transcripts.

- B. Audits of institutions of higher education, other non-profit organizations and governmental agencies will be made in accordance with the Single Audit Act, as amended 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. Grantees shall forward to the Grantor a copy of the audit report within nine (9) months of the end of the Grantee fiscal year.
- C. Grantor requires Grantee to timely correct actions on any deficiencies identified in audits or monitoring visits.
- D. Grantee shall maintain records for each AmeriCorps* applicant for whom an application has been completed. Application records shall be maintained and/or submitted as requested to determine compliance with non-discrimination and equal opportunity regulations. The total number of applications must be reported annually. Records of enrolled participants shall be maintained as necessary to develop standards and to measure performance.
- E. Grantee must retain and make available to Grantor all financial records, supporting documentation, statistical records, evaluation and program performance data, member information and personnel records for three years from the date of the submission of the final Federal Financial Report (SF269A). If an audit is started prior to the expiration of the three-year period, the records must be retained until the audit findings involving the records have been resolved and final action taken. This means for a three-year grant cycle the grantee may have to maintain certain records for up to seven years.
- F. Grantee shall conduct a fully compliant National Service Criminal History Check as outlined in section IX before any member or staff funded by the grant begins service or employment. The background checks must be performed on the applicant's legal name verified against personal identification issued by a government entity. Grantee must retain and make available to Grantor records of all checks made pursuant to this paragraph for three years from the submission of the final Federal Financial Report. This means for a three-year grant cycle the grantee may have to maintain certain records for up to seven years.
- G. Grantee will maintain an orderly file for every AmeriCorps* member which must include all documents described in the Grantee Resource Manual document Nevada AmeriCorps* Member File Checklist located on Nevada Volunteers website http://nevadavolunteers.org/AmeriCorps*/Grantee-resources/.
- H. Grantee will utilize the OnCorps system for tracking member service hours, posting member position descriptions, submitting progress reports, and submitting financial reports as instructed.
- I. AmeriCorps* members' service log data are to be maintained by using the OnCorps system on at least a monthly basis. Members' supervisors must approve their members' service logs and the service logs must be reviewed by the AmeriCorps* Program Director. Member management and change of status

occurs in both the OnCorps system and the eGrants *My AmeriCorps* Portal*. Data entry should be kept current, but must never be more than 30 days in arrears.

- J. All documents must be completed in ink, (with all corrections initialed by the person making the corrections) and signed by the member and the AmeriCorps* Program Director. Member files must be secured in a locked file cabinet to assure safekeeping and confidentiality. Sensitive files, such as disability or medical files, should be kept in a separate file from the general member file.

Section IV. Budget and Program Modifications

- A. Grantee must obtain the prior written approval from the Grantor and/or the Corporation before making the following program modifications:
 - 1. Changing the scope, specific goals, objectives, targets and/or performance measures of the grant.
 - 2. Changing grant stakeholders, partners or host site placements.
 - 3. Changing the grant period.
 - 4. Changing the level of member supervision provided.
 - 5. Changing or extended absence of the AmeriCorps* Program Director, Executive Director, Financial Manager, or any other staff position critical to the AmeriCorps* program management.
- B. All changes in the number of AmeriCorps* Members and/or Member slot conversions originally allocated must be approved by the Grantor and must not increase the Cost Per Member.
- C. A fixed-amount grant may, with prior approval from Nevada Volunteers and if meeting special Corporation requirements, convert slots, provided the member can still serve in a full-time capacity. Slots may be filled with another full-time member to the extent that the same policies that apply to management of an AmeriCorps* Program are followed.
- D. Grantee may request a modification to accommodate special circumstances. The proposal must be submitted in writing and can only modify succeeding quarters of the grant year. The Grantee will submit a program narrative justifying the proposed modification and revised forms, if required. Performance in accordance with this subgrant shall continue until the Grantee receives approval of the proposed modification. The Grantor reserves the right to unilaterally modify any part of this subgrant if the State of Nevada or the Federal Government modifies the Grantor's responsibilities, if the State of Nevada or the Federal Government changes the level of funding, or in the case of noncompliance on the part of the Grantee. A unilateral modification will require only the signature of the Grantor.

Section V. Progress Reports and Fixed-Price Invoice

Grantee is required to submit program progress reports and Fixed Price Invoices to Grantor. Submission dates are:

<u>Period</u>	<u>Progress Report</u>	<u>Due Date</u>
Quarter 1	yes	Jan 15 th
Quarter 2	yes	April 15 th
Quarter 3	yes	July 15 th
Quarter 4	yes	Oct. 15 th
No-Cost extension	yes	30 days after end of No-cost Extension
Program closeout Report and Checklist		60 days after the expiration of the project period (inc. a NCE)

Progress reports must include justification for any noncompliance and explain the corrective action needed for compliance, including any potential modification. Any modification is subject to Section IV of this agreement. Fixed-Price Invoices are required to be submitted at least quarterly and not more than once per month via the OnCorps system and must include documentation as noted in Section II.

Details concerning report requirements including use of the OnCorps system can be found in Grantee Resource Manual cited on page one of this agreement.

There is no financial monitoring associated with this award other than the appropriate reimbursement based on member hours.

Section VI. Late Reporting Penalties/Fines for Non-Compliance

- A. Reports as required by the Grantor will be submitted via the OnCorps system or email, as instructed, by 5:00 p.m. PST on the date assigned in Section V. Grantees shall receive one warning notice concerning the late reporting of expenditures. Each subsequent late report may result in the withholding of one percent (1%) of the Grantee's eligible drawdown to date. Chronic late reports as required by the Grantor may result in termination of the subgrant (Section XI).
- B. Enrollment and Change of Status forms must be submitted electronically through *eGrants My AmeriCorps* Portal* no later than 30 days after enrollment or status change. Exit Forms shall be submitted electronically no later than 30 days after a member exits the program or completes his/her term of service. Grantee must monitor enrollment and exit approval cycle times to ensure compliance with the 30-day rule. Each subsequent late report may result in the withholding of one percent (1%) of the Grantee's administrative total accrued expenditures to date. If the Grantee does not receive administrative funding, one percent (1%) of the

total accrued program expenditures may be withheld. Chronic late reporting may result in termination of the subgrant (Section XI).

- C. Grantee understands that Grantor staff will evaluate AmeriCorps* programs through site visits, progress reports, phone calls, audits and audit reviews. If Grantor finds an issue that needs to be corrected by Grantee concerning compliance, Grantor will exercise any or all of the following options to remediate noncompliance:
1. **Initial Noncompliance Letter**– Letter following identification of noncompliance will be sent to Grantee’s Executive Director and AmeriCorps* Program Director. Letter will outline issue(s) to be corrected with a timeline for correction and requirement of a written response.
 2. **Probation** – In the event that Initial Noncompliance Letter’s timeline for correction or the written response does not remedy the noncompliance issue, Grantor shall issue a second identification of noncompliance letter and Grantee’s AmeriCorps* Program shall be placed on probation. The status of probation will be reflected in all Grantor progress reports for the remainder of the grant year and will be considered by Grantor’s Program Committee as a compliance issue impacting funding considerations for continuation and recompetitiveness AmeriCorps* grant applications. Grantee shall be removed from probation when the issues outlined in the second Noncompliance Letter are rectified and written notice to this effect has been forwarded to Grantor.
 3. **One percent (1%) Fine** – Grantor reserves the right to impose a fine of one percent (1%) of total grant award amount against Grantee for failure to rectify noncompliance according to the agreed upon timeline or for repeated noncompliance. Grantor will notify Grantee’s Executive Director and AmeriCorps* Program Director in writing of the effective date, reason for fine and action(s) that must be taken to meet compliance.
 4. **Stop Payment on Requests for Drawdown** – Grantor may hold all requests for reimbursement until the noncompliance issue(s) has been corrected. Grantor will notify Grantee’s Executive Director and AmeriCorps* Program Director in writing of the effective date, reason for stop payment and action that must be taken to meet compliance. Authorization to pay on requests for reimbursement shall be reinstated upon resolution of noncompliance issue(s).
 5. **Ineligibility to Apply for Future Funding** – Grantor reserves the right to designate a Grantee ineligible to apply for future funding if compliance issues are not corrected in a timely or reasonable manner or if noncompliance recurs.

Section VII. Verification Systems for Eligibility Determination, Liability and Copyright/Patents

- A. Verification Systems for Eligibility Determination

Documentation proving eligibility will be required from participants at the time of enrollment into the program. The Grantee will follow eligibility determination under the Serve America Act.

B. Liability Insurance, Unemployment Insurance for Members and Workers' Compensation Insurance

1. Grantor assumes no liability with respect to bodily injury, illness or any other damages or losses or with respect to any claims arising out of any activity under a subgrant whether concerning persons or property in the Grantee's organization or any third party.
2. Grantee shall have and maintain sufficient liability insurance to protect the organization and its employees. The Grantee shall have and maintain equivalent insurance coverage for real property and equipment acquired with federal funds, as well as for all property owned by the Grantee. This insurance should also include employee dishonesty coverage.
3. Grantee shall have and maintain sufficient workers' compensation insurance to protect AmeriCorps* members and staff.
4. The Grantee may not provide AmeriCorps* members with unemployment insurance as such coverage is not allowed by the State of Nevada for AmeriCorps* members.

C. Copyrights/Patents

1. Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use (and to authorize others to use) for Federal Governmental purposes:
 - a. The copyright or patent in any work developed under a grant, subgrant or contract under a grant or subgrant; and
 - b. Any rights of copyright or patent to which a Grantee or a contractor purchases ownership with grant support.

Section VIII. Acceptable Grantee Expenditure and Enrollment Levels

- A. Grantee shall seek to enroll the number of members agreed upon in its approved application. The Grantee shall notify the Grantor immediately when enrollment falls below the level in its approved application.
- B. Expenditures shall not exceed 100 percent (100%) of the subgrant allocation.

Section IX. AmeriCorps* Program Requirements including Nevada Specific

- A. Grantee will comply with all pre-award requirements as referenced in the **2017 Pre-Award Requirements** included in the notice of funding letter that was emailed to all applicants.
- B. Grantee shall conduct and document a compliant National Service Criminal History Check (NSCHC) which is specified in 45 CFR §§2540.200-.207 **before any member or staff** funded by the AmeriCorps* grant begins service. A compliant check includes the following actions and maintaining documentation of described action:
1. Verification of identity through government-issued photo identification.
 2. Obtaining written consent from candidates to perform checks.
 3. Document candidate's understanding that his or her position is contingent on eligibility determined by the results of the NSCHC.
 4. Perform a free, nationwide National Sex Offender Public Registry check (NSOPR aka NSOPW) before each candidate begins work or service. Records verifying this check must include an electronic date stamp and also document any hits which are not a match. NSOPR aka NSOPW must be performed using the verified personal photo identification issued by a government entity as noted in 1 above.
 5. Determine if the position will have access to vulnerable populations and, if so, initiate and pay for a Resident State, Service State, and FBI checks based off of that determination before candidate begins work or service.
 6. Determine if the position will have access to vulnerable populations and if not then initiate and pay for Resident State and Service State, OR FBI checks based off of that determination before candidate begins work or service.
 7. Document initiation of all required checks to include dates of initiation.
 8. Provide and document accompaniment (by an approved individual) for members with recurring access to vulnerable populations while background checks are pending when service or work involves vulnerable populations.
 9. Document receipt date when background check results arrive.
 10. Document that background check results were considered.
 11. Document the approval to cease accompaniment once a candidate has been cleared by either the state checks or the FBI check.
 12. Provide the member an opportunity to review findings, being mindful of Civil Rights laws and particularly when negative results surface.
 13. Maintain records and documentation of background check results, while maintaining confidentiality, for a period of three years after the expiration of the grant.
- C. Grantee shall plan, develop and implement an AmeriCorps* Pre-Service Orientation and an on-going in-service training curriculum. Pre-Service Orientation includes a review of the history and philosophy of national service, role and function of Nevada Volunteers, explanation of forbearance and education awards, review of benefits and prohibited activities, guidelines for suspension of service for personal and compelling reasons, grievance procedures, fundraising rules, service hour make up policies, and host agency human resource policies and procedures. On-going service training topics must include First Aid and CPR certification, and, when applicable to service assignments, must also include civic engagement, diversity and inclusion, volunteer

recruitment and management, service learning principles and transitioning from AmeriCorps*, to include an introduction to AmeriCorps* Alums opportunities.

- D. Grantee is required to plan and implement an opening ceremony/kick-off event at the beginning of each grant year, which includes the administration of the AmeriCorps* Pledge. Grantee must notify Grantor in advance of the event and invite attendance of Nevada Volunteers Commissioners.
- E. Grantee shall regularly update its own administrative and operations policies and procedures for annual review to Grantor.
- F. Grantee shall comply with the regulations outlined in the [CNCS Branding and Messaging Guidance 2016](#), and any updates, including at a minimum:
 - 1. Grantee shall identify the program as an AmeriCorps program and members as AmeriCorps members.
 - 2. Grantee shall prominently display the standard AmeriCorps logo on websites, most notably on the home page and “About Us” sections.
 - 3. Use standardized language to describe the program in press releases and other public documents to identify the organization’s AmeriCorps affiliation.
 - 4. Grantee shall provide adequate AmeriCorps* member service gear with the AmeriCorps* logo (uniforms) for all members and require members to wear AmeriCorps* uniforms and identification while providing service so that members are easily identifiable as AmeriCorps* members to the general public. All Members should be identified as such on host site websites and staff rosters.
 - 5. Grantee shall provide and post appropriate AmeriCorps* signage in prominent public view and require signage at its host site agencies so AmeriCorps* service sites are easily identified.
 - 6. Grantee shall use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, on-line position postings or other recruitment materials, orientation materials, member curriculum materials, signs, banners, websites, social media, press releases, and publications related to their AmeriCorps program.
 - 7. Recipients shall provide information or training to their AmeriCorps members about how their program is part of the national AmeriCorps program and about the other national service programs of CNCS.
- G. All grantees are required to have a full-time Program Director, unless written approval is given by Grantor. Grantee shall have a written plan in place in the event that a Program Director’s position becomes vacant during the course of the grant year. This plan shall address appropriate continuity of grant management and supervision of AmeriCorps* members.
- H. Grantee must plan and implement at least three special community service projects, one of which must include participation in a 9/11 Day of Service Project. At least one of the other two events must coincide with another approved National Service day unless prior written permission is provided by the Grantor. These media-worthy events should have significant impact on one of the six AmeriCorps* service focus areas and meet a local community need. Members are encouraged to recruit, train

and supervise a substantial number of community volunteers to implement the projects. The Grantor should receive information about these events in advance. Programs are encouraged to collaborate regionally with other AmeriCorps* or CNCS programs (e.g. Senior Corps, VISTA). National Service Days include the following:

9/11 National Day of Remembrance
Make a Difference Day
Martin Luther King, Jr. Holiday
National Volunteer Week
National AmeriCorps* Week

- I. Grantee and all enrolled or new members are expected to participate in the CNCS sponsored national Swearing-in Ceremony if sponsored by CNCS. Grantor may assist with the planning and coordination of events in Nevada.
- J. Grantee shall recognize Grantor as the local source of its federal AmeriCorps* funding and make note of this in its program advertising, marketing and recruiting. (For example: "This AmeriCorps* program is made possible through a generous grant from Nevada Volunteers.") It shall also use the Nevada Volunteers logo for AmeriCorps* advertising and recruitment whenever possible.
- K. Grantee shall provide to Grantor the organization's logo for marketing and promotion purposes.
- L. Grantee shall maintain the Corporation's program recruitment web page through AmeriCorps* Portal in eGrants and regularly update program information with accurate and up to date data. Grantee shall register its AmeriCorps Program on the Service Year site.
- M. Grantee shall notify Grantor of all incidents involving a member's alleged criminal activity.
- N. Grantee shall notify Grantor of all incidents involving a member's need for medical attention that occur during the performance of their service hours.
- O. Grantee shall actively seek to recruit persons with disabilities to be AmeriCorps* members and include: "Persons with disabilities are encouraged to apply" in all of its recruitment advertising and marketing materials.
- P. Grantee shall be accessible to persons with disabilities, and provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide a reasonable accommodation.
- Q. Grantee understands that AmeriCorps* members may not fundraise for their living allowances, for organization's general operating expenses, to meet the program's federal match requirements or to write an application to the Corporation or to any other Federal Agency.

- R. Grantee understands that there are prohibited activities while charging time to the AmeriCorps* program which impacts AmeriCorps* members and program staff which are outlined in the AmeriCorps* Terms and Conditions and 45 CFR §2520.65 and which specifically include provisions against lobbying or attempting to influence legislation. AmeriCorps members shall not train or support volunteers to perform any prohibited activities from which they are barred from doing as AmeriCorps members.
- S. Grantee agrees to require the AmeriCorps* Program Director, who is responsible for the programmatic management of this subgrant and the financial manager, who is responsible for the financial management of this subgrant, to attend pre-award orientations and Program Director trainings as may be provided by Grantor throughout the grant year.
- T. Grantee must institute safeguards as necessary and appropriate to ensure the safety of members. Grantee should have an adequate safety plan in place that is reviewed annually. Members may not participate in projects or service activities that pose undue safety risks.
- U. In order to help fulfill the Corporation's mandate that AmeriCorps* members be actively engaged in recruiting and managing community volunteers, Grantee agrees to utilize Nevada Volunteers' *Volunteer Match* web-based tool to post and maintain volunteer opportunities.
- V. To help pay the administrative costs associated with use of the OnCorps reporting and tracking system, Grantor will collect a fee of \$5,760 from subgrantee. This fee is based on number of members (175) proposed to serve under the grantee compared to the entire fee charged by OnCorps per member.
- W. Grantee agrees to maintain and enforce human resource policies and procedures regarding harassment, fraternization and nepotism. Program staff and AmeriCorps* members should be thoroughly trained regarding these issues.
- X. Grantor requires grantee to provide for the availability of AmeriCorps*Nevada members to acquire basic skills in disaster preparedness, response, and recovery, when such training is made available. Grantor requires grantee to provide for the availability of AmeriCorps*Nevada members to provide assistance and response in times of disaster when feasible.
- Y. Grantee will use electronic enrollment and exit forms in eGrants and monitor the 30-day enrollment and exit approval cycle times to ensure compliance with CNCS rules.
- Z. Grantee must monitor child care and health care enrollment to ensure that members' coverage is canceled in accordance with the CNCS timelines.

Section X. Grant Closeout

- A. The Corporation for National & Community Service requires complete grant closeout for all grants that have operated for a three-year period. Nevada Volunteers requires that a grant closeout occurs annually within sixty days of the end of the budget period using the Program Closeout Checklist and Certification

that is posted in the Grantee Resources Manual online. In general, the process will include:

1. A comparison of annual expenditures with enrollment and retention rates to ensure Grantee has not drawn funds in excess of the allowable amount based on member service hours and completion rates;
2. Equipment and Supplies Certification forms; and
3. Grantee Certification form.

In addition, at the end of the three-year period, if Grantee has drawn funds under the grant but not expended them, Grantee must also return the funds by check made payable to the Department of Health and Human Services, via the Grantor.

If Grantee secured a copyright or patent on any material or device paid for with federal funds awarded under this grant, please provide the Grantor with a written confirmation describing the specific nature of the copyright or patent obtained.

B. Final Notice of Close-Out

At the end of the three-year period, after Grantor forwards the required documents to the Corporation, Grantor will advise you in writing that the grant award is closed. Please note that the closeout of a grant does not affect:

1. The requirement to retain records pursuant to the grant terms and conditions;
2. The requirement and right for audit pursuant to the grant terms and conditions;
3. The right of the Corporation to disallow costs and recover funds on the basis of an A-133, A-128 or other audit or other review; and
4. The obligation of the Grantee to return any funds due the Grantor or Corporation as a result of later refunds, corrections, cost disallowance or other actions.

Section XI. Termination of Subgrant for Cause and/or Suspension of Payments

If, for any reason, the Grantee fails to fulfill its obligations in a timely and proper manner, or violates this subgrant, Grantor may terminate this subgrant by giving written notice to Grantee specifying the effective date of termination. In such event, Grantee will not be relieved of liability for damages sustained by the Grantor. In addition to or in lieu of termination, Grantor may immediately suspend payments until the exact amount of damages is determined and paid to Grantor or the cause of suspension is cured by appropriate action.

Section XII. Termination of Subgrant by Grantee

Grantee may terminate this subgrant if the Grantor fails to fulfill the obligations as specified in Section II. If the Grantee chooses to terminate this subgrant, Grantee shall give written notice to Grantor specifying the effective date thereof at least thirty days before the effective date of such termination.

Section XIII. Credit Due on Termination

On termination pursuant to Section XI and XII, Grantor shall give full credit to Grantee for any costs incurred in properly performing its obligations under this subgrant agreement prior to termination.

Section XIV. Partial Termination

If the case arises, Grantor and Grantee may terminate a portion of this subgrant. Any partial termination is subject to the terms set forth in Section XI, XII, and XIII and shall not affect the remainder of this subgrant.

Section XV. Failure of Enforcement is Not a Waiver

Failure of Grantor to enforce at any time any of the terms and conditions of this subgrant shall in no way be construed to be a waiver of such terms and conditions, nor in any way affects the validity of this subgrant or any portion thereof, or the right of Grantor to thereafter enforce each and every such provision.

Section XVI. Recovery of Funds

Grantee acknowledges that it is obligated to and shall promptly repay Grantor for all disallowed costs and amounts requested from an audit of the Grantee's operations with respect to the AmeriCorps* Program(s) being operated pursuant to this subgrant. The Grantee Acknowledges that because of the value of education awards available to AmeriCorps* Members, the Grantee's liability resulting from an audit could exceed the cash amount of the subgrant.

If the final inspection, audit, or other review by CNCS or Grantor, the State, or any other authorized entity determines that payment made under this agreement exceeds the amount of actual eligible costs, the Grantee shall, within 45 days of receipt of the determination notice, repay the Grantor the amount determined to be in excess of the actual costs.

Section XVII. Special Conditions of this Subgrant Agreement

None at this time

Section XVIII. Assurances and Certifications

By signing and submitting this agreement, as the duly authorized representative of the applicant, the signer is certifying that the applicant will comply with the Assurances and Certifications described below:

ASSURANCES

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

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the awarding agency, Corporation for National and Community Service (CNCS), the CNCS Inspector General, 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 initiate and complete the activities described in the application within the applicable time frame after receipt of approval of the awarding agency.
 1. Will comply with all federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), which prohibits discrimination on the basis of race, color, or national origin;
 2. 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 in an educational program or activity that receives or benefits from federal financial assistance;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits federal grantees from discriminating on the basis of disability;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits the exclusion of any person on the basis of age from participating in any program or activity receiving federal financial assistance;
 5. (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 dwellings provided in whole or in part with the aid of CNCS funding;
 6. Any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended (NCSA); or the Domestic Volunteer Service Act of 1973, as amended (DVSA); and
 7. The requirements of any other nondiscrimination statute(s) which may apply to the application.
- Will comply with section 543 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-2), as amended, relating to the confidentiality of alcohol and drug abuse patient records.
- If a governmental entity –

1. Will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 2601 et seq.), which govern the treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs, and
 2. 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 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 (16 U.S.C. 469a-l et seq.).
 - Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200, Subpart F.
 - Will, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with the CNCS funds, clearly state – (1) the percentage of total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
 - Will not provide any CNCS funding to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.
 - Will comply with all applicable requirements of all other federal laws, executive orders, regulations, application guidelines, and policies governing the program under which the application is filed.

For AmeriCorps State and National Applicants ONLY**

- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by CNCS will be used to support any such prohibited activities;
- Will comply with the nondiscrimination provisions in the National Community Service Act of 1990 (NCSA), which provide that an individual with responsibility for the operation of a project or program that receives assistance under the NCSA, shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or on the basis of religion;

- (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-CNCS funds or paid with CNCS funds but employed with the organization operating the project prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though NCSA includes a restriction on religious discrimination in employment of staff hired to work on a CNCS-funded project and paid with CNCS grant funds. (42 U.S.C. §§ 5057(c) and 12635(c)). For the circumstances under which this may occur, please see the document “Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants” on CNCS’s website at: <http://www.usdoj.gov/archive/fbci/effect-rfra.pdf>;
- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a state, consult with and coordinate activities with the State Commission for the state in which the program operates;
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the NCSA and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the non-duplication and non-displacement requirements set out in section 177 of the NCSA, and in CNCS’s regulations at 45 CFR § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the NCSA and in CNCS’s regulations at 45 CFR § 2540.230;

- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program carried out using assistance provided to the applicant under section 121 of the NCSA and 45 CFR Part 2522, Subpart E; or, with the approval of CNCS, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluations to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by CNCS;
- Will ensure the provision of a living allowance and other benefits to participants as required by CNCS;
- Has not violated a federal criminal statute;

CERTIFICATIONS

The certifications set out below are material representations upon which the Corporation for National and Community Service (CNCS) will rely when it determines to award a 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).

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 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.

Certification – Drug Free Workplace

This certification is required by section 184 of the NCSA (42 U.S.C. 12644), sections 5150-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106) and CNCS's implementing regulations at 2 CFR Part 2245, Subpart B. Under these authorities, grantees must certify, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace.

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:
 1. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Grantee's workplace;
 2. Specifies the actions that the Grantee will take against employees for violating that prohibition; and
 3. 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:
 1. The dangers of drug abuse in the workplace;
 2. The Grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that the Grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing Grantor, 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:

1. Taking appropriate personnel action against the employee, up to and including termination; or
2. 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.C. 1352, as the duly authorized representative of the Grantee, I certify, to the best of my knowledge and belief, that:

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

Certification – Federal Tax Liability

Grantee certifies that, if the applicant is a corporation,

- A. The corporation does not have any unpaid federal tax liability
 1. That has been assessed,
 2. For which all judicial and administrative remedies have been exhausted or have lapsed, and
 3. That is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or
- B. A federal agency has considered suspension or debarment of the corporation based on the unpaid tax liability and has made a

determination that this further action is not necessary to protect the interests of the government.

Certification – Felony Criminal Conviction under Federal Law

Grantee certifies that, if the applicant is a corporation,

- A. The corporation has not been convicted of a felony criminal violation under any federal law within the preceding 24 months, or
- B. A federal agency has considered suspension or debarment of the corporation based on that conviction and has made a determination that this further action is not necessary to protect the interests of the government.

Certifications – Subgrants and Lower Tier Nonprocurement Transactions with Excluded or Disqualified Persons

Definitions

The terms “debarment”, “suspension”, “excluded”, “disqualified”, “ineligible”, “participant”, “person”, “principal”, “proposal”, and “voluntarily excluded” as used in this document have the meanings set out in 2 CFR Part 180, Subpart I, “Definitions.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR Part 180 Subpart B, “What is a covered transaction?.”

Assurance requirement for subgrant and other lower tier nonprocurement agreements

You agree by submitting this proposal that, if we approve your subgrant in accordance with 2 CFR Part 180, Subpart C, you shall not enter into any lower tier nonprocurement covered transaction with a person without verifying that the person is not excluded or disqualified 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 nonprocurement transactions and in all solicitations for lower tier covered nonprocurement transactions that the participants will comply with the provisions of 2 CFR Part 180, Subpart A, B, C, and I.

Notice of error in certification or assurance

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

SUBGRANT SIGNATURES

GRANTOR:

**Nevada Volunteers
639 Isbell Road Suite 220
Reno, Nevada 89509**

GRANTEE:

**Program Name
Address
City, State Zip Code**

Approved for the Grantee by:

Name , CEO **Date**

Approved for the Grantor by:

Amber Martin-Jahn, Executive Director **Date**

This Subgrant Agreement has been reviewed by:

Name , AmeriCorps* Program Director **Date**