

## SUB-GRANT AGREEMENT

APPLICATION ID:   
SUB-GRANT #:   
DUNS #:


Calendar Year : 2016-17  
CFDA #: 94.006

GRANTOR:

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

GRANTEE:

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

AMERICORPS\* PROJECT NAME:

**Program Name**  
**AmeriCorps\* Program**

This sub-grant agreement is made and entered into by Nevada Volunteers, hereinafter referred to as Grantor, and **Program Name**, hereinafter referred to as Grantee. This sub-grant agreement consists of these Terms & Provisions and these 5 references:

1. 2016-17 AmeriCorps\* Grant Application (eGrants)  
<https://egrants.cns.gov/espan/main/login.jsp>
2. 2016 Terms and Conditions for AmeriCorps State and National Grants effective May 1, 2016  
<https://egrants.cns.gov/termsandconditions/Final2016AmeriCorpsTC20160511.pdf>
3. 2016 General Grant Terms and Conditions  
<https://egrants.cns.gov/termsandconditions/FinalGeneralTermsandConditions20151201.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/>



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.

- I. Grantee will comply with all other applicable statutes, executive orders, regulations and policies governing the 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. Grantee will utilize the Periodic Expense Report (PER) in OnCorps to request up to monthly reimbursements. Before a PER can be approved grantee must also upload to OnCorps the required accompanying documentation including a statement of revenue and expenses, and a balance sheet. Once approved, a PER may not be changed without prior approval from Nevada Volunteers.
- K. Grantor processes invoices twice monthly and must be in receipt of all invoices by 5 p.m. on the 2<sup>nd</sup> day and the 17<sup>th</sup> day of each month. If the 2<sup>nd</sup> or the 17<sup>th</sup> falls on a weekend or holiday, the invoices must be received by 5 p.m. the next business day.

### **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 sub-grant 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 CFE 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 3 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 3-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 3-year grant cycle the grantee may have to maintain certain records for up to 7 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 as well as all known aliases. Grantee must retain and make available to Grantor records of all checks made pursuant to this paragraph for 3 years from the submission of the final Federal Financial Report. This means for a 3-year grant cycle the grantee may have to maintain certain records for up to 7 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. 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.
- J. AmeriCorps\* members' service log data are to be maintained by using the OnCorps system on at least a monthly basis. Member management and change of status occurs in eGrants *My AmeriCorps\* Portal*. Data entry should be kept current, but must never be more than 30 days in arrears.

#### **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. Grantee must obtain the prior written approval from the Grantor and the Corporation before making the following budget modifications:
1. Specific Costs Requiring Prior Approval before Incurrence under OMB Circulars A-122 (2 CFR part 230). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
  2. Entering into sub-grants or contracting out any program activities funded by the grant and not specifically identified in the approved application and grant.
  3. Unless the Corporation share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10% or more of the total budget. The total budget includes both the Corporation and Grantee shares. Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10% of the total budget.
  4. Purchases of equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
- C. 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.
- D. It is generally expected that all member slots (except those designated in the application as summer slots) will be enrolled within the first quarter of the enrollment period. Programs planning to utilize a staggered or rolling enrollment should submit to Grantor an enrollment schedule for approval. Exceptions/modifications are considered on a case-by-case basis.
- E. 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 sub-grant shall continue until the Grantee receives approval of the proposed modification. The Grantor reserves the right to unilaterally modify any part of this sub-grant 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, Federal Financial Reports, Nevada Expense Report and other Federal Funds as Match reporting**

Grantee is required to submit program progress reports, Federal Financial Reports (FFR) and Periodic Expense Reports (PER) along with a Federal Funds as Match reporting as applicable to Grantor. The Grantee is required to submit back-up documentation for all progress reports, expenses charged to the grant and sources used as match as reported in each PER and FFR, plus any other documentation deemed appropriate by Grantor when requested. Submission dates are:

<u>Period</u>	<u>Progress Report</u>	<u>FFR</u>	<u>Due Date</u>
Quarter 1	yes	no	Jan 15 <sup>th</sup>
Quarter 2	yes	yes	April 15 <sup>th</sup>
Quarter 3	yes	no	July 15 <sup>th</sup>
Quarter 4	yes	yes	Oct. 15 <sup>th</sup>
No-Cost extension	yes	yes	30 days after end of No-cost extension

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. The final FFR also reports the program expenditures against the budget line items in the grant award, including Corporation dollars and the Program match. PERs are required to be submitted at least quarterly and not more than once per month using the OnCorps system. PER submission deadlines are detailed 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.

## **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 administrative total accrued expenditures to date. If the Grantee does not receive administrative funding, one percent (1%) of total accrued program expenditures to date may be withheld. Chronic late reports as required by the Grantor may result in termination of the sub-grant (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. 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 sub-grant (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 sub-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 recompetitively 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 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 that must be taken to meet compliance.
  4. **Stop Payment on Requests for Reimbursement** – 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 the eligibility determination under the Serve America Act.

### **B. Liability Insurance, unemployment for members and Workers Compensation**

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 sub-grant 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, sub-grant or contract under a grant or sub-grant; 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 budget. The Grantee shall notify the Grantor immediately when enrollment falls below the level in its approved budget.
- B. Expenditures shall not exceed 100 percent of the sub-grant allocation.
- C. AmeriCorps\* applicants are required to discuss their intentions of using federal funds to match an AmeriCorps\* grant with the other agency prior to submitting an AmeriCorps\* application to Grantor. The discussion must be documented in



writing and include the applicants explicit intent to use that federal agency's funding to meet AmeriCorps\* cash match requirements.

## **Section IX. AmeriCorps\* Program Requirements including Nevada Specific Requirements**

- A. Grantee will comply with all pre-award requirements as referenced in the **2016 Pre-Award Requirements** document that was emailed to all applicants and is posted in the Grantee Resource Manual online.
- 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.
  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](#) including at a minimum:
  - a. Grantee shall prominently display the standard AmeriCorps logo on websites, most notably on the home page and “About Us” sections.
  - b. Use standardized language to describe the program in press releases and other public documents to identify the organization’s AmeriCorps affiliation.
  - c. 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.
  - d. 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.
- 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 (3) special community service projects, 1 of which must include participation in the 9/11 Day of Service Project that is planned by Nevada Volunteers and other partners. 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 (6) 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 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.
- J. Grantee shall provide to Grantor the organization's logo for marketing and promotion purposes.
- K. 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.
- L. Grantee shall notify Grantor of all incidents involving a member's alleged criminal activity
- M. Grantee shall notify Grantor of all incidents involving a member's need for medical attention.
- N. 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.
- O. 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.
- P. Grantee understands that AmeriCorps\* members may not fundraise for their living allowances, for organizations 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.
- Q. 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.
- R. Grantee agrees to require the AmeriCorps\* Program Director, who is responsible for the programmatic management of this sub-grant and the financial manager, who is responsible for the financial management of this sub-grant, to attend pre-award orientations and Program Director trainings as may be provided by Grantor throughout the grant year.

- S. 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.
- T. 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.
- U. To help pay the administrative costs associated with this Sub-grant and its monitoring, Grantor will collect a state commission 1.5% fixed amount fee annually from Grantee.
- V. Grantee agrees to participate in required training(s) during the 16-17 grant year including those provided by contracted trainers. Per the grantee's approved budget, costs that have been allocated for contracted training will be billed directly to Nevada Volunteers by the chosen contractor(s). Grantee agrees to pay Grantor for the costs associated with their portion of the contracted training as approved in the grant budget.
- 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 and all enrolled or new members are expected to participate in the CNCS sponsored National Swearing-in Ceremony to take place on October 7, 2016. Grantor may assist with the planning and coordination of events in Nevada.
- Z. Grantee will use electronic enrollment or exit forms for all AmeriCorps members unless given prior approval to use paper forms. Approval will be contingent upon grantee's demonstration that completing forms electronically is a burden on members due to access or technology issues.

## **Section X. Grant Close Out**

- A. The Corporation for National & Community Service requires complete grant close out for all grants that have operated for a 3 year period. Nevada Volunteers requires that a grant close out occurs annually within sixty (60) 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 3 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. Disposition of Equipment

When original or replacement equipment acquired under a sub-grant is no longer needed for the original project or program or for other activities currently or previously supported by a Federal agency, the disposition of the equipment will be made as follows:

1. Items of equipment with a current per-unit fair market value of less than \$5,000 may be retained, sold or otherwise disposed of with no further obligation to the awarding agency.
2. Items of equipment with a current per unit fair market value in excess of \$5,000 may be retained or sold and the awarding agency shall have a right to an amount calculated by multiplying the current market value or proceeds from sale by the awarding agency's share of the equipment.
3. In case where a sub-Grantee fails to take appropriate disposition actions, the awarding agency may direct the sub-grantee to take excess and disposition actions.

#### C. Final Notice of Close-Out

At the end of the 3 year period, after Grantor forwards the required documents to the Corporation, Grantor will advise grantee 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 on an A-133, A-128 or other audit or other review; and
4. The obligation of the Grantee to return any funds due the Commission or Corporation as a result of later refunds, corrections, cost disallowance or other actions.

### **Section XI. Termination of Sub-grant 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 sub-grant, Grantor may terminate this sub-grant 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 Sub-grant by Grantee**

Grantee may terminate this sub-grant if the Grantor fails to fulfill the obligations as specified in Section II. If the Grantee chooses to terminate this sub-grant, Grantee shall give written notice to Grantor specifying the effective date thereof at least 30 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 sub-grant agreement prior to termination.

#### **Section XIV. Partial Termination**

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

#### **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 sub-grant shall in no way be construed to be a waiver of such terms and conditions, nor in any way affects the validity of this sub-grant 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 sub-grant. 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 sub-grant.

If the final inspection, audit, or other review by the Corporation 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 forty-five (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 Sub-grant 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, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
- Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
- Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the nineteen statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
- Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686). which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of disability (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug

abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-3 and 290ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

- Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchases.
- Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-77), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for Federally assisted construction sub-agreements.
- Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
- Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).



- Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
- Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
- Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
- Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
- Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
- Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

**For 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 the Corporation will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the national service laws, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the national service laws 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-Corporation funds or paid with Corporation 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 the national service

legislation includes a restriction on religious discrimination in employment of staff hired to work on a Corporation-funded project and paid with Corporation 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 the Corporation’s website at: <http://www.usdoj.gov/archive/fbci/effect-rfra.pdf>.

- Will comply with all other federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686). which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; and (i) the requirements of any other nondiscrimination statute(s) which may apply to the application.
- 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 National and Community Service Act of 1990 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 National and Community Service Act of 1990, and in the Corporation's regulations at § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the National and Community Service Act of 1990 and in the Corporation'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 National and Community Service Act of 1990 or, with the approval of the Corporation, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used 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 the Corporation;
- Will ensure the provision of a living allowance and other benefits to participants as required by the Corporation;
- Has not violated a Federal criminal statute;
- If a state applicant, will ensure that the State subgrants will be used to support national service programs selected by the State on a competitive basis;
- If a state applicant, will seek to ensure an equitable allocation within the State of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;

- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a State agency, unless the Corporation approves otherwise.

## **CERTIFICATIONS**

### **Certification – Debarment, Suspension, and Other Responsibility Matters**

This certification is required by the government-wide regulations implementing Executive Order 12549, Debarment and Suspension, 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in § 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 § 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 the Corporation’s regulations implementing sections 5150-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690), 45 CFR Part 2545, Subpart B. The regulations require certification by Grantees, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

As the duly authorized representative of the Grantee, I certify, to the best of my knowledge and belief that the grantee will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
  - a. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee’s workplace;

- b. Specifies the actions that the grantee will take against employees for violating that prohibition; and
  - c. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any Federal award;
- C. Establishing a drug-free awareness program to inform employees about:
  - a. The dangers of drug abuse in the workplace;
  - b. The Grantee's policy of maintaining a drug-free workplace;
  - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
  - d. The penalties that the Grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing us, as well as any other Federal agency on whose award the convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
  - a. Taking appropriate personnel action against the employee, up to and including termination; or
  - b. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

**Certification - Lobbying Activities**

As required by Section 1352, Title 31 of the U.S. Code, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No 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 applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, sub-grants, and contracts under grants, loans and cooperative agreements) and that all subrecipients will certify and disclose accordingly.

### **For AmeriCorps\*\* State and National Applicants ONLY**

#### **Erroneous certification or assurance**

The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

#### **Notice of error in certification or assurance**

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

#### **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, "Covered Transactions."

#### **Assurance requirement for sub-grant agreements**

You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.

#### **Assurance inclusion in sub-grant agreements**

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.

#### **Assurance of sub-grant principals**

You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily

excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

**Non-assurance in sub-grant agreements**

If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.

**Prudent person standard**

Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

**SUB-GRANT SIGNATURES**

**GRANTOR:**

Nevada Volunteers  
639 Isbell Road Suite 220  
Reno, Nevada 89509

**GRANTEE:**

Program Name  
Address  
City, State, Zip

Approved for the Grantee by:

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Name, Executive Director

Date

Approved for the Grantor by:

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Amber Martin-Jahn, Executive Director

Date

This Sub-grant Agreement has been reviewed by:

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**Name, AmeriCorps\* Program Director**

**Date**