

**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM**  
3.21  
(ID # 9372)

**MEETING DATE:**  
Tuesday, May 21, 2019

**FROM :** OFFICE ON AGING:

**SUBJECT:** OFFICE ON AGING: Ratify Acceptance of the Retired and Senior Volunteer Program ("RSVP") Grant from the Corporation for National and Community Service ("CNCS") for the RSVP Project in Coachella Valley and Blythe [District 4]; [\$98,754 - 61.9% Federal, 38.1% Local Funds].

**RECOMMENDED MOTION:** That the Board of Supervisors:

1. Ratify acceptance of the Retired and Senior Volunteer Program ("RSVP") Grant from the Corporation for National and Community Service ("CNCS"), in the amount of \$98,754, with a CNCS share of \$61,082 and a Local share of \$37,672, for the first year of a three year RSVP Project in Coachella Valley and Blythe, commencing April 1, 2019 through March 31, 2022 ("Grant");
2. Authorize the Office on Aging Director or Deputy Director, to execute a Standard Agreement and any subsequent non-substantive amendments or modifications thereto, as well as any other forms, certifications, assurances, reports, or other documents which are related to the Grant and required by CNCS to effectuate the Grant, as approved as to form by County Counsel and consistent with the Board's approval;
3. Authorize the Office on Aging Director or Deputy Director, to administer the Grant in accordance with the 2019 General Grant Terms and Conditions, the 2019 RSVP Grant Terms and Conditions, and all applicable federal statutes, regulations, and guidelines;
4. Authorize the Office on Aging to accept an increase in the Grant amount not to exceed the sum total of ten percent (10%) of the total Grant, and direct the Office on Aging to return to the Board for approval if an increase in the Grant amount exceeds the aforementioned percentage.


**ACTION:**A-30, Policy

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**MINUTES OF THE BOARD OF SUPERVISORS**

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt  
Nays: None  
Absent: None  
Date: May 21, 2019  
xc: OoA

Kecia Harper  
Clerk of the Board  
By:   
Deputy  
**3.21**

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<b>FINANCIAL DATA</b>	<b>Current Fiscal Year:</b>	<b>Next Fiscal Year:</b>	<b>Total Cost:</b>	<b>Ongoing Cost</b>
<b>COST</b>	\$ 15,271	\$ 45,811	\$ 98,754	\$ 0
<b>NET COUNTY COST</b>	\$ 0	\$ 0	\$ 0	\$ 0
<b>SOURCE OF FUNDS:</b> 61.9% Federal; 38.1% Local			<b>Budget Adjustment:</b> No	
			<b>For Fiscal Year:</b> 18/19 – 21/22	

**C.E.O. RECOMMENDATION:** Approve

**BACKGROUND:**

**Summary**

The Riverside County Office on Aging (“RCOoA”) applied for this Grant in accordance with Board of Supervisor’s Policy A-30, which resulted in this award. The Grant provides funding for the first year of a three year RSVP Project in Coachella Valley and Blythe, commencing April 1, 2019 through March 31, 2022.

The RSVP Project in Coachella Valley and Blythe provides opportunities for individuals 55 years old and older to volunteer their time and share their experience and skills to assist local public and non-profit agencies. In addition to supporting CNCS’ mission to improve lives, strengthen communities, and foster civic engagement through service and volunteerism, the RSVP Project in Coachella Valley and Blythe is striving to engage volunteers and citizens in meeting specific community challenges.

The 2019-2022 RSVP Project in Coachella Valley and Blythe will focus on two (2) main CNCS focus areas: Healthy Futures and Disaster Services. Healthy Futures is the primary focus area, as volunteers will be assigned to companionship activities designed to increase social support for homebound older adults and individuals with disabilities in hopes of increasing their capacity for independent living. Volunteers will also assist with local food pantries and organize food distribution, and provide evidence-based physical fitness and education classes that help to decrease falls, manage chronic disease, and to overall increase health and well-being of the Coachella Valley’s older adults. The Disaster Services focus area will help individuals and communities prepare for, respond to, recover from, and mitigate the impact of disasters, as well as increase the community’s overall resilience in the event of a catastrophic event.

**Impact on Residents and Businesses**

RSVP benefits residents and businesses in the Coachella Valley and Blythe areas by promoting, encouraging and recruiting older adult residents to volunteer and give back to their communities by assisting local public and/or non-profit agencies.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

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The Grant amount for the first year of the 2019-2022 RSVP Project in Coachella Valley and Blythe is \$98,754, with a CNCS share of \$61,082 and a local share of \$37,672. With multi-year projects, CNCS makes an initial award for the first year of the project period, and additional funding for the subsequent years is contingent upon satisfactory progress and the availability of funds. The Office on Aging shall return to the Board for approval if the Grant amount changes or the Office on Aging receives additional funding. For the first year of the project period, the local share will be provided by community partners and local program support. RCOoA included CNCS's share for the first year of the project period in the amount of \$15,271 in its current fiscal year's budget and CNCS's share in the amount of \$45,811 in next fiscal year's recommended budget; therefore, no budget adjustment is needed.

There is no impact to the County General Fund.

**ATTACHMENTS:**

**ATTACHMENT A: NOTICE OF GRANT AWARD AND BUDGET**

**ATTACHMENT B: 2019 GENERAL GRANT TERMS AND CONDITIONS**

**ATTACHMENT C: 2019 RSVP GRANT TERMS AND CONDITIONS**

  
Scott Bruckner 5/13/2019

  
Gregory V. Priamos, Director County Counsel 5/10/2019

**FY 2019 GENERAL GRANT AND COOPERATIVE AGREEMENT  
TERMS AND CONDITIONS**

By accepting funds under this award, the recipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

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**I. CHANGES FROM THE 2018 GENERAL TERMS AND CONDITIONS**

- Section III.F. - Removed the requirement for annual training.
- Section III.P. – Section added.
- Section III.Q.1.b. i. and ii. – Language updated to be more readable.
- Section III.Q.2. – Added the word not (a private entity) to correct an omission in the federal regulations.
- Section III.S.1.b.ii. – Added more current dates.
- Section III.V. - Section added.
- Section IV. - Attached a current policy.

**II. GOVERNING AUTHORITIES**

**A. LEGISLATIVE AND REGULATORY AUTHORITY**

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. 4950 *et seq.*) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 U.S.C. §§6301-6308, and CNCS’s implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and CNCS’s implementing regulations, as applicable.

**B. OTHER APPLICABLE TERMS AND CONDITIONS**

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and CNCS’s implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms and Conditions and Program Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these CNCS’s General Terms and Conditions because they are required by specific laws or regulations.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

1. The Notice of Grant Award and Signature Page;
2. These General Terms and Conditions;
3. The Program Specific Terms and Conditions;
4. The Notice of Funding Availability;
5. The recipient's approved application (including the final approved budget, attachments, and pre-award negotiations); and
6. Grant Certification and Assurances.

### **C. ORDER OF PRECEDENCE**

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order: (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of Grant Award and Signature Page; (d) CNCS Program Specific Terms and Conditions, (e) CNCS General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

## **III. GENERAL TERMS AND CONDITIONS**

### **A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION**

1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of CNCS. The recipient is accountable to CNCS for its operation of the program and the use of CNCS award funds. The recipient must expend award funds in a manner consistent with the cost principles in 2 CFR and in a reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of CNCS on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to CNCS.
2. **Subawards.** If authorized by law and permitted by CNCS, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass through entities identified at 2 CFR § 200.331 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR § 200.331, §200.207, § 200.338, and 2 CFR Part 200 Subpart F.

3. **Notice to CNCS.** The recipient will notify the appropriate CNCS Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities,

any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the CNCS Program or Grants Officer about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation. Recipients should also ensure that they comply with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in section III. H.

## **B. FINANCIAL MANAGEMENT STANDARDS**

1. **General.** The recipient must maintain financial management systems that comply with 2 CFR § 200.302(b). The recipient's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.
2. **Allowability of Costs.** To be allowable under an award, costs must meet the criteria of 2 CFR § 200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double-charging of Federal awards (see 2 CFR § 200.403(d) and § 200.412).
3. **Cost Reporting.** Recipients will be reporting their Federal cash disbursements quarterly through the Payment Management System (PMS) at the Department of Health and Human Services and their Federal share of grant program expenditures (including indirect costs) semi-annually through CNCS's eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to PMS and eGrants. Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. *As part of its ongoing fiscal oversight of recipients, CNCS will be requesting randomly selected recipients to provide reports supporting their Federal cash disbursements reported to PMS (including supporting information for cash disbursements made by subrecipients). CNCS expects recipients' and subrecipients' financial management systems to be able to produce those supporting reports on a routine basis.*
4. **Audits.** Recipient organizations that expend \$750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its

subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.333-200.337 and §200.331(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipient as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

#### **C. CHANGES IN BUDGET OR KEY PERSONNEL**

All budget and programmatic changes must comply with 2 CFR § 200.308 – Revision of budget and program plans. 2 CFR § 200.407 Prior written approval (prior approval) – provides an exhaustive list of those other items requiring CNCS's advance approval. CNCS does not waive any of the prior written approvals required under that section. In addition to the required prior approval for changes in key personnel identified in the budget, the recipient must also notify CNCS of any changes in the senior leadership of the recipient and any changes in any positions which are not included in the approved budget, but which involve leadership oversight of the activity under this award.

#### **D. BANKRUPTCY**

The recipient must notify CNCS if, during the term of its award, the recipient or one of its subrecipients becomes insolvent or is unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

#### **E. PROHIBITED PROGRAM ACTIVITIES**

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of CNCS funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§ 12584a and 12634) and section 403 of the DVSA (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts. More specific guidance on these prohibitions will be provided in CNCS's Program Specific Terms and Conditions and in other guidance.

#### **F. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS**

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. See 45 CFR §§ 2540.200-2540.207 and <http://www.nationalservice.gov/resources/criminal-history-check> for complete information and FAQs. The law requires recipients to conduct and document NSCHCs on any person (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend or education award through a program receiving CNCS funds. An individual is ineligible to serve in a position that receives such CNCS funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.



Unless CNCS has provided a recipient with a written exemption or written approval of an alternative search procedure, recipients must perform the following checks:

*All award-funded staff, national service participants, and volunteers must undergo NSCHCs that include:*

1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
2. Either:
  - a. A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; or
  - b. A fingerprint-based FBI criminal history check.

*Special Rule for Persons Serving Vulnerable Populations. Award-funded staff, national service participants, and volunteers with recurring access to vulnerable populations (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities) must undergo NSCHCs that include:*

1. A nationwide name-based check of the NSOPW; and
2. Both:
  - a. A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; and
  - b. A fingerprint-based FBI criminal history check.

You must retain adequate documentation that you completed the required NSCHC. Inability to demonstrate that you conducted a required criminal history check component, to include the NSOPW, as specified in the regulations, may result in sanctions, including disallowance of costs or financial penalties.

## **G. THE OFFICE OF INSPECTOR GENERAL**

CNCS's Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of CNCS's programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends disallowing costs and also recommends amending or adding policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in CNCS's programs and operations.

The OIG conducts and supervises audits of CNCS recipients, as well as legally required audits and reviews. The legally required audits include evaluating CNCS's compliance with the Improper Payments Elimination and Recovery Act (IPERIA) which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from CNCS management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit and can be reached at (202) 606-9390.

Recipients must cooperate fully with CNCS requests for documentation and OIG inquiries by timely disclosing complete and accurate information pertaining to matters under investigation, audit or

review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

## H. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must contact the OIG *and* their Program Officer *without delay* when they *first suspect*:

1. Any criminal activity or violations of law has occurred, such as:
  - Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including CNCS personnel, grantees, or contractors—even if no federal funds or property was involved;
  - Submission of a false claim or a false statement by any person in connection with any CNCS program, activity, grant or operations;
  - Concealment, forgery, falsification, or unauthorized destruction of government or program records;
  - Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
  - Other misconduct in connection with operations, programs, activities, contracts, or grants; or
  - Mismanagement, abuse of authority, or other misconduct by CNCS personnel.
  
2. Fraud, waste, or abuse.
  - Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
  - Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to government resources.
  - Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached by email at [hotline@cncsoig.gov](mailto:hotline@cncsoig.gov) or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

**The recipient should take no further steps to investigate any suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.**

## I. WHISTLEBLOWER PROTECTION

1. This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at

41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).

2. An employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or award of CNCS) relating to a Federal contract or award, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.
3. The recipient shall inform its employees and contractors in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cn csoig.gov/whistleblower-protection>.

#### **J. LIABILITY AND SAFETY ISSUES**

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines what insurance costs are allowable.

#### **K. AWARD MONITORING**

1. **Site visits.** CNCS may make site visits to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.
2. **Desk reviews.** CNCS may conduct desk reviews to make limited verifications of recipient compliance with the terms of their award, conduct a review of the recipient's general management practices, and identify any practice or procedure that may require further scrutiny.
3. **Responding to information requests.** Pursuant to 2 CFR 200.336, CNCS may from time to time request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Improper Payments Information Act of 2002, as amended. *Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.*

#### **L. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE**

1. **Public Notice of Non-discrimination.** The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and

relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

Sample language is:

*This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:*

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the recipient) or  
Office of Civil Right and Inclusiveness  
Corporation for National and Community Service  
250 E Street, SW  
Washington, DC 20525  
(800) 833-3722 (TTY and reasonable accommodation line)  
(202) 565-3465 (FAX); eo@cns.gov (email)*

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.
3. **Records and Compliance Information.** The recipient must keep records and make available to CNCS timely, complete, and accurate compliance information to allow CNCS to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a

recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§ 200.333-200.337 and § 200.331(a)(5).

4. **Obligation to Cooperate.** The recipient must cooperate with CNCS so that CNCS can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by CNCS during normal business hours to its books, records, accounts, staff, members or volunteers, facilities, and other sources of information as may be needed to determine compliance.

#### **M. IDENTIFICATION OF FUNDING**

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving CNCS funds included, shall clearly state— (1) the percentage of the 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) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

#### **N. AWARD PRODUCTS**

1. **Sharing Award Products.** To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
2. **Acknowledgment of Support.** Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate program CNCS logo shall be included on such documents. The recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award:

*“This material is based upon work supported by the Corporation for National and Community Service (CNCS) under Grant No. \_\_\_\_\_. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS or [the relevant CNCS Program].”*

#### **O. SUSPENSION OR TERMINATION OF AWARD**

CNCS may suspend or terminate this award in accordance with 2 CFR §§ 200.338 and 200.339 and applicable CNCS regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.338 and 200.339, provided that such action complies with 2 CFR § 200.341.

## **P. GRANTEE PROCUREMENT**

Pursuant to the National Defense Authorization Acts for both Fiscal Years 2017 and 2018, effective June 20, 2018 and thereafter, all CNCS grant recipients are authorized to use a micro-purchase threshold of \$10,000 and a simplified acquisition threshold of \$250,000.

## **Q. TRAFFICKING IN PERSONS**

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. Provisions applicable to a recipient that is a private entity.
  - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
    - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - ii. Procure a commercial sex act during the period of time that the award is in effect; or
    - iii. Use forced labor in the performance of the award or subawards under the award.
  - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
    - i. Violates a prohibition in paragraph (a.) of this award term; or
    - ii. Has an employee who violates a prohibition in paragraph (a.) of this award term through conduct that is either:
      - (A.) Associated with performance under this award; or
      - (B.) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
2. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is not a private entity—
  - a. Is determined to have violated an applicable prohibition of paragraph (1)(a.) of this award term; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1)(a)(i) of this award term through conduct that is –
    - i. Associated with performance under this award; or
    - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR Part 2200.

3. Provisions applicable to any recipient.
  - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.
  - b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
    - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
  - c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.
4. Definitions. For purposes of this award term:
  - a. “Employee” means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  - b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  - c. “Private entity”:
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
    - ii. Includes:
      - (a.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b). (b.) A for-profit organization.
  - d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

**R. SYSTEM OF AWARD MANAGEMENT (SAM) and UNIVERSAL IDENTIFIER REQUIREMENTS (Required provision under 2 CFR § 25.220)**

1. Requirement for Central Contractor Registration (CCR): Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your

information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:
  - a. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you. *(CNCS's eGrants system requires a DUNS number.)*
  - b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
  
3. Definitions. For purposes of this award term:
  - a. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
  - b. Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities. (CNCS's eGrants system requires DUNS numbers. DUNS stands for Data Universal Numbering System (DUNS) number a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-7055711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
  - c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
    - i. A Governmental organization, which is a State, local government, or Indian Tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization; and
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  - d. Subaward:
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
  - e. Subrecipient means an entity that:



- i. Receives a subaward from you under this award; and ii. Is accountable to you for the use of the Federal funds provided by the subaward.

**S. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$25,000 or More)**

Reporting Subawards and Executive Compensation:

1. Reporting of first-tier subawards.
  - a. Applicability. Unless you are exempt as provided in paragraph 4, of this award term (below), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 5. of this award term).
  - b. Where and when to report.
    - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsr.gov>.
    - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2017, the obligation must be reported by no later than December 31, 2017.)
  - c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsr.gov> specify.
2. Reporting Total Compensation of Recipient Executives.
  - a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if--
    - i. The total Federal funding authorized to date under this award is \$25,000 or more;
    - ii. In the preceding fiscal year, you received--
      - (a.) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
      - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
    - iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to

the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- b. Where and when to report. You must report executive total compensation described in paragraph (2.)(a.) of this award term:
  - i. As part of your registration profile at <https://www.sam.gov/portal/public/SAM/>.
  - ii. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
  - i. In the subrecipient's preceding fiscal year, the subrecipient received--
    - (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
    - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
  - ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)
- b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
  - i. To the recipient.
  - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- a. Subawards, and
- b. The total compensation of the five most highly compensated executives of any subrecipient.

5. Definitions. For purposes of this award term:
- a. Entity means all of the following, as defined in 2 CFR Part 25:
    - i. A Governmental organization, which is a State, local government, or Indian tribe;
    - ii. A foreign public entity;
    - iii. A domestic or foreign nonprofit organization;
    - iv. A domestic or foreign for-profit organization;
    - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
  - b. Executive means officers, managing partners, or any other employees in management positions.
  - c. Subaward:
    - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
    - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330).
    - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
  - d. Subrecipient means an entity that:
    - i. Receives a subaward from you (the recipient) under this award; and
    - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
  - e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR §229.402(c)(2)):
    - i. Salary and bonus.
    - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
    - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
    - iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
    - v. Above-market earnings on deferred compensation which is not tax-qualified.
    - vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

## **T. CONFLICT OF INTEREST**

You must disclose in writing any potential conflict of interest to your CNCS Program Officer, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place

immediately. The CNCS conflict of interest policies apply to subawards as well as contracts, and are as follows:

1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

**U. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (Required provision under 2 CFR § 200.210(b)(iii) for grants and cooperative agreements of \$500,000 or more)**

**1. General Reporting Requirement**

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

**2. Proceedings About Which You Must Report**

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
  - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
  - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
  - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
  - (4) Any other criminal, civil, or administrative proceeding if:
    - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
    - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
    - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

### 3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

### 4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

### 5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange

Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.

- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
  - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
  - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

#### **V. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)**

All recipients and subrecipients need to be prepared for potential breaches of Personally Identifiable Information, PII. OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All recipients and subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII, and notify the Federal awarding agency in the event of a breach.

If your CNCS grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to CNCS. Grantees experiencing a breach should immediately notify CNCS' Office of Information Technology, and the CNCS Program Officer.

#### IV. ATTACHMENT

# Corporation for National and Community Service

NationalService.gov



### Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving federal financial assistance from CNCS must be free from all forms of harassment.

Harassment is unacceptable in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, and at service-related social events. Any such harassment, if identified, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or national service participant. All recipients of federal financial assistance, including individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. When a violation occurs, appropriate corrective action subject to regulatory procedures will take place, up to and including termination of federal financial assistance from all federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when such behavior has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; and demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone, including persons of the same or different races, sexes, religions, or ethnic origins; a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); or a co-worker or national service participant.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, national service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of federal financial assistance from CNCS and all other federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with the CNCS Equal Opportunity Program (EOP). Discrimination claims brought to the attention of EOP within 45 days of occurrence may not be accepted in a formal complaint of discrimination. You are not required to use a program, project, or sponsor dispute resolution procedure before contacting the EOP. If another procedure is used, it does not affect the 45-day time limit. The EOP may be reached at (202) 606-7503 or eo@cns.gov.

*Barbara Stewart*

Barbara Stewart

3-1-18

Date

**Retired Senior Volunteer Program  
FY 2019 GRANT TERMS AND CONDITIONS**

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

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**I. CHANGES FROM THE 2018 RETIRED SENIOR VOLUNTEER PROGRAM GRANT TERMS AND CONDITIONS**

- Section changes have been made from letters to Roman numeral format in the Table of Contents and the body of this document
- Section II. - Notice of Funding Opportunities – Section added
- Section III. - Award Acceptance – Section added
- Section VI. - Encumbrance of Award Funds – Section added
- Section XVII. - Audits and Attestation Requirements – Section added
- Section XVIII. – Monitoring – Section added



## **II. NOTICE OF FUNDING OPPORTUNITIES**

The Notice of Funding Opportunity (NOFO) and any amendments are hereby incorporated into these Grant Terms and Conditions. Recipients are bound by the authorizations, restrictions and requirements contained in the NOFO. If there is any inconsistency between the NOFO and any statute, regulation, guidance or cost principle, the statute, regulation, guidance or cost principle take precedence in matters relating to CNCS award funds.

## **III. AWARD ACCEPTANCE**

The signature on the SF-424, including electronic signature via e-authentication on e-grants, constitutes a binding agreement to the terms and conditions of award. CNCS reserves the right to withdraw the award if activity does not begin upon award and/or as a remedy for non-compliance as described in 2 CFR 200.338-339.

## **IV. RECOGNITION EVENTS**

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

## **V. GRANT PERIOD**

Unless otherwise specified, the award covers a three year project period. In approving a multiyear project period, CNCS makes an initial award for the first budget period. Additional funding for subsequent budget periods is contingent upon satisfactory progress and the availability of funds. The project period and the budget are noted on the award document.

## **VI. ENCUMBRANCE OF AWARD FUNDS**

Award funds may not be encumbered or obligated by the recipient prior to or after the award period. Encumbrances or obligations outstanding as of the end of the award period may be liquidated (paid out) after the end of the award period. Such encumbrances or obligations shall involve only specified commitments for which a need existed during the award period and that are supported by approved contracts, purchase orders, requisitions, invoices, bills, or other evidence of liability consistent with the recipient's purchasing procedures and incurred within the award period. All encumbrances/obligations incurred during the award period shall be liquidated no later than 90 days after the end of the award period or prior to the expiration of the awarded funds, whichever is sooner.

## **VII. FEDERAL FINANCIAL REPORTS (FFRs) – EXPENDITURES/JAN - JUN AND JUL - DEC**

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

<b><i>Period Covering:</i></b>	<b><i>Report Due:</i></b>
January 1 to June 30	July 30
July 1 to December 31	January 30

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

**VIII. FEDERAL FINANCIAL REPORTS (FFRS) – EXPENDITURES/APR - SEP AND OCT - MAR.**

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

<b><i>Period Covering:</i></b>	<b><i>Report Due:</i></b>
April 1 - September 30	October 30
October 1 - March 30	April 30

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

**IX. FEDERAL FINANCIAL REPORTING/DISBURSEMENTS**

Recipients paid through HHS/PMS will report quarterly disbursements to HHS through the HHS/PMS FFR subsystem. Recipients will report disbursements using the web based version of the Standard Form 425, Federal Financial Report, no later than 30 calendar days following the end of each quarter. Failure to submit this report in a timely manner may result in HHS placing the Recipient's funds on manual hold.

**X. ANNUAL PROGRESS REPORT**

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

**XI. RECOGNITION OF FEDERAL FUNDING**

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

which will be financed with CNCS money, and (2) the dollar amount of CNCS funds for the project or program.

## **XII. AUTHORITIES OF PROGRAM OFFICER AND GRANTS OFFICER**

A designated official of the appropriate CNCS State Program Office (Program Officer), as well as the CNCS Grants Officer, are listed on the face page of the Recipient's Notice of Grant Award. The Program Officer has full authority to represent CNCS in connection with management of the technical aspects and programmatic performance of the grant award. However, only the Grants Officer may make changes to the grant award terms and conditions, estimated costs, and periods of performance.

## **XIII. PROHIBITION ON USE OF PROGRAM GRANT FUNDS**

As specified in 42 U.S.C. § 5043(c) and 45 C.F.R. § 2553.91, while charging time to a Retired Senior Volunteer Program, accumulating service, or training hours, or otherwise performing activities supported by the Retired Senior Volunteer Program or CNCS, staff and volunteers may not engage in the following activities:

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

1. No part of any award shall be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity.

No project shall be conducted in a manner involving the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with:

- a. Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or
  - b. Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or
  - c. Any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making registration applications and nonpartisan voter registration information available, employees of the sponsor shall not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.
2. Notwithstanding 42 U.S.C. § 5043(c) and 45 C.F.R. § 2553.91(a)(3), language in CNCS's current appropriations prohibits recipients from using CNCS funds to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or

officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

- B. Non-displacement of employed workers.** An RSVP shall not perform any service or duty or engage in any activity that would otherwise be performed by an employee of the sponsor, or that would supplant the hiring of, or result in the displacement of, employees, or impair existing contracts for services.
- C. Compensation for service.** An RSVP agency or organization to which RSVP volunteers are assigned, or which operates or supervises any RSVP program shall not request or receive any compensation from RSVP volunteers or from beneficiaries for services of RSVP volunteers.

  - 1. The regulations do not prohibit a sponsor from soliciting and accepting voluntary contributions from the community at large to meet its local support obligations under the grant or from entering into agreements with parties other than beneficiaries to support additional volunteers beyond those supported by CNCS award;
  - 2. A volunteer station may contribute to the financial support of the RSVP. However, this support shall not be a required precondition for a potential station to obtain RSVP services.
  - 3. If a volunteer station agrees to provide funds to support additional RSVP volunteers or pay for other volunteer support costs, the agreement shall be stated in a written Memorandum of Understanding. The sponsor shall withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations;
  - 4. Under no circumstances shall a RSVP volunteer receive a fee for service from service recipients (i.e., program beneficiaries), their legal guardians, members of their families, or friends.
- D. Labor and anti-labor activity.** The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organizations or related activities.
- E. Fair labor standards.** A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities shall pay wages at prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a.
- F. Religious activities.** An RSVP volunteer or a member of the project staff funded by CNCS shall not give religious instruction, conduct worship services, or engage in any form of proselytization as part of his or her service or duties.

  - 1. A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use CNCS funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization

conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part.

- G. **Nepotism.** Persons selected for project staff positions shall not be related by blood or marriage to other project staff, sponsor staff or officers, or members of the sponsor Board of Directors, unless there is written concurrence from the community group established by the sponsor under Subpart B of this part and upon prior notification and approval by CNCS.

#### XIV. EXTERNAL EVALUATION AND DATA COLLECTION

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

#### XV. LOBBY DISCLOSURE

For grant awards exceeding \$100,000, pursuant to 31 U.S.C. 1352, the Recipient is required to file a disclosure report, Standard Form LLL, Disclosure of Lobbying Activities, at the end of any quarter, when the Recipient has paid or agreed to pay any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. The report must be submitted to the Corporation State Program Director.

#### XVI. REPORTING REQUIREMENTS

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

- A. **Financial Reports.** The recipient shall complete and submit financial reports in eGrants to report the status of all funds. The recipient must submit timely cumulative financial reports in accordance with CNCS guidelines and sections E and F, above.
- B. **Final Financial Report.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. These reports are due no later than 90 days after the end of the project period.
- C. **Reporting at the Dept. of Health and Human Services/Payment Management System. (HHS/PMS)** All recipients must submit the Federal Financial Report (FFR) Cash Transactions Report on a quarterly basis to the HHS/PMS per the Electronic Funds Transfer Agreement.
- D. **Progress Reports.** The recipient shall complete and submit timely progress reports, including a summary of accomplishments during the reporting period. This includes reporting on the progress to date made by the recipient for that reporting period. The report is submitted through the appropriate electronic system. Individual program guidance determines the due date for the reports.

- E. Requests for Extensions.** Each Recipient must submit a financial report by the given date. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of CNCS, which are legitimately beyond the control of the Recipient, and 2) CNCS receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports may only be granted by the Field Financial Management Center (FFMC), and extensions of deadlines for progress reports may only be granted by the State Program Office.

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

## **XVII. AUDITS AND ATTESTATION REQUIREMENTS**

Recipients must comply with the audit requirements set forth in Subpart F – Audit Requirements of the Uniform Guidance (2 CFR Part 200) and must comply with the timeframes established in those regulations for the submission of their audits to the Federal Audit Clearinghouse. Recipients must notify their assigned CNCS Grants Officer of each audit conducted within the timeframe of the CNCS-funded project at the time it is submitted to the Federal Audit Clearinghouse.

## **XVIII. MONITORING**

CNCS, through its authorized representatives, has the right, at all reasonable times, to make site visits to review project accomplishments, financial and performance records, fiscal and administrative control systems, assess programmatic and fiscal compliance, and to provide such technical assistance as may be required. To the extent practicable, CNCS will notify the recipient at least two weeks in advance of any trip to the CNCS-funded project site. If CNCS makes any site visit on the premises of a recipient, the recipient must provide all reasonable access to facilities, and provide assistance to ensure the safety and convenience of government officials in the performance of their duties. All site visits and evaluations are expected to be performed in a manner designed to not unduly delay or disrupt the implementation of the project.

## **XIX. PROGRAM INCOME**

- A. General.** Income, including fees for service earned as a direct result of the grant-funded program activities during the award period, must be retained by the Recipient and used to finance the grant's non-CNCS share.
- B. Excess Program Income.** Program income earned in excess of the amount needed to finance the Recipient share must follow the appropriate requirements of 2 CFR § 200.307(e)(1) and be deducted from total claimed costs, or with prior written approval from CNCS, the requirements of 2 CFR § 200.307(e)(2) through a budget amendment be used to enhance the program (additive process). Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.

- C. **Fees for service.** When using assistance under this grant, the Recipient may not enter into a contract for or accept fees for service performed by participants when:
1. The service benefits a for-profit entity;
  2. The service falls within the other prohibited activities set forth in statute, regulation, or these award terms and conditions.

**XX. BUDGET AND PROGRAMMATIC CHANGES**

- A. **Programmatic Changes.** The Recipient must obtain the prior written approval of CNCS before making changes:
1. in the scope, objectives or goals of the project, transfer of the project effort, or project timeline whether or not they involve budgetary changes;
  2. in key personnel specified in the application or the federal award;
  3. involving the disengagement from the project for more than three months, or a 25 percent reduction in time devoted to the project by the approved Project Director.
- B. **Budgetary Changes.** The Recipient must obtain the prior written approval of CNCS's Field Financial Management Center (FFMC) before deviating from the approved budget in any of the following ways:
1. specific costs requiring prior approval before incurrence under 2 CFR § 200.407. examples of costs requiring prior written approval before they are allowed include rearrangement and alteration costs, and pre-award costs;
  2. purchases of equipment over \$5,000 using grant funds, unless specified in the approved application and budget;
  3. the Federal awarding agency may, at its option, restrict the transfer of funds among direct cost categories or programs, functions and activities for Federal awards in which the Federal share of the project exceeds the Simplified Acquisition Threshold (currently \$250,000) and the cumulative amount of such transfers exceeds or is expected to exceed 10 percent of the total budget as last approved by the Federal awarding agency. The Federal awarding agency cannot permit a transfer that would cause any Federal appropriation to be used for purposes other than those consistent with the appropriation;
  4. changes in the amount of approved cost-sharing or matching provided by the non-federal entity; or
  5. The inclusion, unless waived by the federal awarding agency, of costs that require prior approval in accordance with subpart E cost principles in 2 CFR.
- C. **Authority to Make Programmatic and Budgetary Changes.** CNCS's Grants Officers are the only CNCS officials who have the authority to alter or change the

programmatic and budgetary provisions or requirements of the grant. To that end, the appropriate CNCS State Program Office may submit a recommendation for programmatic change(s) or budgetary change(s) to CNCS's Field Financial Management Center (FFMC) for final approval. The FFMC has authority to approve or not approve all recommended programmatic and budgetary changes. The FFMC Grants Officers will execute written programmatic and budgetary changes (i.e., amendments). Therefore, Recipients should not assume approvals have been granted unless they received documentation from an FFMC official (usually the FFMC Grants Officer) approving the recommended change(s).

#### **XXI. SENIOR CORPS BRANDING**

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

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

All grant recipients must complete CNCS' National Service Criminal History Check (NSCHC) training every year. The CNCS designated e-course provides a thorough overview of the requirements and can be found at:

<https://cncsonlinecourses.litmos.com/account/login?ReturnUrl=%2fhome%2fcourse%2f325500%3fr%3dFalse%26ts%3d63658973%25200256389711.&r=False&ts=63658973%200256389711> unless otherwise notified by CNCS. Each grant recipient must identify at

minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the grant recipient. The grant recipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients must save certificates of completion from each year as grant records.



**Notice of Grant Award****Corporation for National and Community Service**601 Walnut Street, Suite 876 E  
Philadelphia, PA 19106-3323**Retired and Senior Volunteer Program****Grantee**Riverside County Office on Aging  
6296 River Crest Dr Ste K Riverside CA 92507-0738EIN: 956000930  
DUNS: 825570278**Award Information**

Agreement No.:	19SRPCA003	Performance Period:	04/01/2019 - 03/31/2022
Amendment No.:	0	Budget Period:	04/01/2019 - 03/31/2020
CFDA No.:	94.002	Grant Year:	1

**Award Description**

This Grant award begins the first year of your proposed project period of performance. The FY19 RSVP Grant awards 12 months of funds beginning 04/01/19 through 3/31/20.

**Purpose**

The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the Domestic and Volunteer Service Act of 1973, as amended (42 U.S.C. Chapter 22).

**Funding Information**

Year 1	Previously Awarded This Year	This Award/ Amendment	Total Current Year
Total Obligated by CNCS	\$0	\$61,082	\$61,082
Grantee's Unobligated Balance (Carryover)	\$0	\$0	\$0
Total Available	\$0	\$61,082	\$61,082

**Cumulative Funding for Project Period**

Total Awarded in Previous Amendments	\$0
Total CNCS Funds Awarded to Date	\$61,082

**Funding Source and Amount**

2019--OPE1-P74-OPO-22515-4101	\$61,082.00
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Terms of Acceptance: By accepting funds under this grant, recipient agrees to comply with General Terms and Conditions found at [https://egrants.cns.gov/termsandconditions/Final2019GeneralTandC508\\_11-02-18.pdf](https://egrants.cns.gov/termsandconditions/Final2019GeneralTandC508_11-02-18.pdf) and the Program Terms and Conditions found at [https://egrants.cns.gov/termsandconditions/2019RSVP\\_ProgramSpecific508TC20190215.pdf](https://egrants.cns.gov/termsandconditions/2019RSVP_ProgramSpecific508TC20190215.pdf). Recipient also agrees to comply with assurances and certifications made in the grant application, and applicable federal statutes, regulations and guidelines. Recipient agrees to administer the grant in accordance with the approved grant application, budgets, supporting documents, and all other representations made in support of the approved grant application.

Corporation for National and Community Service:

*Jeffrey A. Montgomery* 03/13/2019

Signature

Award Date

Riverside County Office on Aging

Legal Applicant

# Notice of Grant Award

601 Walnut Street, Suite 876 E  
Philadelphia, PA 19106-3323

## Retired and Senior Volunteer Program

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### Grantee

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Riverside County Office on Aging  
6296 River Crest Dr Ste K Riverside CA 92507-0738

EIN: 956000930  
DUNS: 825570278

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### Corporation for National and Community Service:

Jeffrey Montgomery  
Senior Grants Officer

Jeffrey Montgomery, 215-964-6337  
Grants Officer

Mary Greusel, 512-391-2942  
Program Officer

Jared Katchmar  
Project Director

Rachelle Roman  
Certifying Official/Executive Officer

March 20, 2019 4:56 PM

**Coachella Valley RSVP**  
**Riverside County Office on Aging**

Application ID: 19SR208589

Budget Dates: 04/01/2019 - 03/31/2022

	Total Amt	CNCS Share	Grantee Share	Excess Amount
<b>Section I. Volunteer Support Expenses</b>				
A. Project Personnel Expenses	33,190	33,190	0	0
B. Personnel Fringe Benefits	1,637	1,559	78	0
FICA	2,438	2,323	115	0
Health Insurance	4,179	3,983	196	0
Retirement	5,572	5,310	262	0
Life Insurance	104	99	5	0
Total	\$13,930	\$13,274	\$656	\$0
C. Project Staff Travel				
Local Travel	1,022	522	500	0
Long Distance Travel	1,000	1,000	0	0
Total	\$2,022	\$1,522	\$500	\$0
D. Equipment				
E. Supplies	23,663	4,547	19,116	0
F. Contractual and Consultant Services	1,650	0	1,650	0
I. Other Volunteer Support Costs	11,750	1,000	10,750	0
Criminal Background Check	0	0	0	0
Total	\$11,750	\$1,000	\$10,750	\$0
J. Indirect Costs				
<b>Section I. Subtotal</b>	<b>\$86,205</b>	<b>\$53,533</b>	<b>\$32,672</b>	<b>\$0</b>
<b>Section II. Volunteer Expenses</b>				
A. Other Volunteer Costs				
Meals	0	0	0	0
Uniforms	0	0	0	0
Insurance	4,500	4,500	0	0
Recognition	8,049	3,049	5,000	0
Volunteer Travel	0	0	0	0
Total	\$12,549	\$7,549	\$5,000	\$0
<b>Section II. Subtotal</b>	<b>\$12,549</b>	<b>\$7,549</b>	<b>\$5,000</b>	<b>\$0</b>
<b>Budget Totals</b>	<b>\$98,754</b>	<b>\$61,082</b>	<b>\$37,672</b>	<b>\$0</b>
<b>Funding Percentages</b>		<b>61.9%</b>	<b>38.1%</b>	
<b>Required Match</b>		n/a		
<b># of years Receiving CNCS Funds</b>		n/a		