

AGENDA PACKET

08/08/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of August 1, 2018 (NO DOCUMENTS)

AGENDA ITEM 6a

Presentation by representatives of the Tales of Cape Cod Board of Directors regarding and discussion on a proposed Barnstable County Declaration of September 27th as “Cape Cod Independence Day”

Owen Fletcher

From: Leo Cakounes
Sent: Thursday, August 2, 2018 10:06 AM
To: Owen Fletcher; Jack Yunits Jr
Cc: prfiske@yahoo.com
Subject: Weds 8th agenda

Owen

Please schedule on next weds meeting agenda a “ presentation and discussion on County Declaration of Sept 27 as Cape Cod Independence Day” presentation from Tales of Cape Cod Board.”

Mr. Phineas Fiske is copied here in and may send some information for distribution prior to meeting.

Thank you

Leo

Thanks mr. Fiske, pleasure to speak with you this morning.

HELP SUPPORT TALES OF CAPE COD



About the Courthouse

Construction of the **Olde Colonial Courthouse** began in the year 1763. It was the second courthouse to be built in Barnstable County, replacing an earlier, smaller one at the corner of what is now Pine Lane and Rt. 6A.

But its story really begins eleven years later.

On the morning of Monday, Sept. 26, 1774, several hundred Massachusetts colonists assembled in Sandwich, near the liberty pole (at what is now 138 Main Street). They had an objective: To shut down Barnstable County court. And they had a plan: They elected Nathaniel Freeman their leader and approved a code of conduct: No drinking, no profanity, no violence. They would maintain good order throughout their protest.

At about 6 o'clock the next day, they stepped off to the rattle of drums on a 12-mile march along King's Highway, now Rt. 6A, to Barnstable, the county seat for Cape Cod. The men on horseback led; those on foot came behind, in double file. These were not soldiers; they were ordinary men.

Sometime about 9 a.m., at Great Marshes in West Barnstable, the marchers drew up in front of the **saltbox-style house of Col. James Otis**, now commemorated by a plaque set in a boulder on the roadside (opposite a Cape Cod Cooperative Bank branch and the West Barnstable Post Office).



Otis was the chief judge of the county's Court of Common Pleas. They marchers were about to descend on his courthouse, an hour or so further east, to issue their demands. But first, as Otis stepped out his front door, they doffed their hats to him in respect.

He was, after all, not the target of their protest. He was sympathetic with their cause: The restoration of their long-held rights of self-government that Britain had just summarily ripped away.

It was in fact Otis's first son, James Otis Jr., whose fiery oratory had first alerted the Province of Massachusetts Bay to earlier abuses the British had imposed on the colony.

And it is likely that his second son, Joseph Otis, though a lesser court official himself, slipped into the crowd as it resumed its march. As events played out, he would be conspicuous among the protest's leaders.

The Body of the People

As the assemblage arrived at the courthouse, about 10 a.m., it joined other Barnstable County residents already assembled, from towns as far-flung as Chatham and Truro. By the time they had massed in front of the building, they numbered as many as 1,500, by various estimates.

Today, that might not seem an extraordinary number. But then, the entire population of Cape Cod was about 15,000, including every man, woman and child. So the gathering represented something like 10 percent of the entire population — and about half the total number of households.

There could be no doubt that this was not a special pleading, not a mere faction gathered at the courthouse door. It was, in the terminology of the day, "the Body of the People."

The assemblage agreed to keep Nathaniel Freeman as the leader and appointed a committee to draft a statement of their demands.

When Col. Otis and other county officials arrived for the scheduled start of the court's fall session, the protesters barred their way. Asked the purpose of the assemblage, Freeman announced, in part: "Oppressed by the view of the dangers with which we are surrounded... [we] have directed this movement to prevent the court from being opened or doing any business."

To that Otis replied "This is a legal and constitutional court... As is my duty, I now, in his Majesty's name, order you immediately to disperse." To which Freeman in turn replied, equally politely, "We thank your honor for having done your duty; we shall continue to perform ours."

They did not budge. And Freeman asked the court for time to prepare an address to the judges.



The judges agreed, and repaired to the nearby **Crocker Tavern** (now the Crocker Tavern House at 3095 Main Street) for lunch.

Intolerable Acts

The dangers the Body of the People reacted to were what Parliament termed the “Coercive Acts,” measures to punish Boston for dumping 46 tons of tea into the harbor to protest British efforts to wrest more revenue from the colonists — with the hated tax on tea.

In the words of Lord North, the British prime minister, the acts were designed” to take the executive power from the hands of the democratic part of government.”

To the colonists, those acts were intolerable, and their particular concern was the Massachusetts Government Act.

For the previous 84 years, the province had been governed under a 1691 royal charter, which permitted its population nearly complete local autonomy. Towns conducted business at open meetings of the people. Towns chose local officials and elected representatives to the provincial Assembly. The Assembly in turn selected members of the governor’s council.

And jurors were chosen by the county's various towns for each year's court sessions.

No more. Henceforth, the governor would strictly control the number and topics of town meetings. He would appoint county officials and he, not the Assembly, would select members of the Council.

And the governor's sheriffs would appoint all jurors, stacking the deck in favor of the Crown. That was the pretext of the protest. But that issue was largely symbolic at the moment: Jurors for the court session about to begin had been selected by town selectmen months before.

Rather, the real goal of the Body of the People was to confront the various county officials who would assemble at the courthouse that day, in order to demand, as Freeman put it, that they not in any manner carry out the Government Act's onerous new provisions.

By what means?

But how would the assemblage gain that assurance?

A committee was appointed to draw up the address to the judges. It said:

"May it please your Honors, the inhabitants of this province being greatly alarmed by the last unconstitutional acts of the British Parliament...

"A great number of the inhabitants of the County of Barnstable, being now convened... do hereby request your Honors to desist from all business in said courts...until the mind of the continental, or of a provincial, congress shall be obtained...

"And that your Honors will not in any manner ever assist in carrying said unconstitutional acts into execution."

In response, the judges declared they were, indeed, "not inclined," to adhere to the act's new requirements. The protesters rejected that formulation: "Not inclined" was not firm enough a pledge.

So the committee went back to the people, to draw up a declaration for the judges to sign:

They must agree, in writing, to decline any commission in conformity with the unjust acts of Parliament, and to refuse to take any actions contrary to the 1691 charter — or

resign if required to do so.

They all signed the proffered statement. And Otis cancelled the court's fall session.

The protesters had won.

But their task was not yet over. They still must confront county officials who were not present and require them to sign the same document.

For the rest of that day, groups tracked down militia leaders, deputy sheriffs, magistrates, and won their agreement. Protesters from more distant Cape towns were dispatched to do the same when they reached home. And Barnstable town replaced its representative to the legislature with a person "more disposed to serve the country than the last one," Daniel Davis (who was also a court official).



Otis stayed overnight at **Davis's nearby home** (now a private home at 3074 Main Street), as the protesters' efforts played out.

They reassembled at 6 the next morning, to the sound of fife and drum. And when they shortly drew up in front of Davis's house to greet Otis, they gave him three cheers, "in token of their esteem and veneration."

And, by the end of that September week, Cape Cod was in every meaningful respect entirely rid of British control.

Without a shot being fired.

Setting the Stage

The Cape was not alone in its desire to retain its long-standing ways.

The same scenario played out in counties across the province the autumn of 1774, from the hills of Berkshire County to the shores of Nantucket Island. By the start of winter, all Massachusetts counties except Suffolk — primarily Boston, where the British troops were headquartered — had won the freedom to maintain their democratic ways.

And that, in turn, set the stage for the next act in the drama of American independence.

Because the British had lost control of the countryside, Gen. Thomas Gage decided that, after the snows had melted the next spring, it was necessary to secure munitions that had been stored nearly 20 miles from Boston, in the town of Concord.

That expedition, on April 19, 1775, turned into the Battle of Lexington and Concord — and loosed the American tide toward independence. The Second Continental Congress, meeting in Philadelphia, responded to news of the battle by creating the Continental Army and naming George Washington its general.

And the united colonies went to war.

A New Calling

Back in Barnstable, that little courthouse continued to play its part.

It was home to a Barnstable County Congress, called to catalog the region's new concerns and coordinate actions with other counties. It served occasionally as the site of Barnstable town meetings — that ultimate expression of direct democracy, where

every freeholder had a voice and a vote.

It also resumed its courthouse duties, after a provincial congress was organized to take over the legislative and executive duties formerly exercised by the royal governor.



But the courthouse eventually outgrew its usefulness. And it became clear, when the nearby court-records building burned down, that a new, larger — and fireproof — courthouse was needed. In 1832 **a fine new building**, about a quarter mile to the east — made of granite — replaced the old wooden courthouse.

Even then, the old courthouse's service to the spirit of democracy was not yet over.

The town turned down a proposal to formally adopt the building as the Town House, where town meetings would be held. The structure was in too great disrepair.

But the Third Barnstable Baptist Church came to its rescue.

A religious fervor, the Second Great Awakening, was energizing Americans across the country, the Baptist church in the forefront.

And the Baptist faith was at that time perhaps the most democratic of Christian denominations. It had no governing body, no ecclesiastical hierarchy to obey; it had no creed and sacraments. All church members were free to reach their own understanding of the Bible, and so to make their own way to God.

The Third Baptist Church bought the old courthouse in 1846 and renovated it. It raised its floor, lifted its ceiling, and installed pews and stained-glass windows. And it replaced the courthouse's single door facing the highway with twin doors on the end of the building, in classical **New England church-house fashion**.



For the next 125 years, the building faithfully served its congregation, until the membership dwindled and, in the early 1970s, the church was disbanded.

It was then that the current owner, Tales of Cape Cod, a volunteer-staffed non-profit, stepped in to rescue it anew. And so the building survives to this day, host to a summer lecture series focusing on the region's history and to interpretative reenactments for school children of that fateful September day in 1774 — still bearing silent witness to the spirit of American democracy.

Sources

The courthouse narrative:

- Freeman, Frederick, The History of Cape Cod: Annals of Barnstable County, Vol 1; Yarmouth Port, MA, Parnassus Imprints, 1965, Chapters XIX to XXI
- Waters, John J. Jr., Sandwich: A Cape Cod Town; Sandwich, MA, Town of Sandwich, 1984
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- Crocker, Lizzie, Sketch of Their Barnstable Baptist Church and Meeting House: Barnstable, MA, Third Baptist Church, 1927
- Raphael, Ray, The Spirit of '74: How the American Revolution Began; New York, N.Y., The New Press, 2015
- Hatch, Nathan O., The Democratization of American Christianity; New Haven, CT, Yale University Press, 1959

Illustrations:

- Sketch of Olde Colonial Courthouse: Gustavus A. Hinckley Collection, Wm. Brewster Nickerson Archives, Cape Cod Community College
- Sketch of Col. James Otis house: Gustavus A. Hinckley Collection, Wm. Brewster Nickerson Archives, Cape Cod Community College
- Photo of Crocker Tavern: Crocker Tavern House, Barnstable, MA
- Photo of Daniel Davis house: Tales of Cape Cod, Barnstable, MA
- Photo of Barnstable Superior Court: Postcard, Tales of Cape Cod, Barnstable, MA
- Photo of Third Barnstable Baptist Church: Tales of Cape Cod, Barnstable, MA

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AGENDA ITEM 6b

Presentation by Kari Parcell, Regional Waste Reduction Coordinator, Cape Cod Cooperative Extension, regarding waste management and recycling on Cape Cod (NO DOCUMENTS)

AGENDA ITEM 6c

Discussion regarding Massachusetts House of Representatives Bill No. 4841, An Act regulating and insuring short-term rentals, and the bill's effects on, and relationship to, Cape Cod Regional Government

HOUSE No. 4841

The Commonwealth of Massachusetts

The committee of conference on the disagreeing votes of the two branches with reference to the Senate amendment (striking out all after the enacting clause and inserting in place thereof the text contained in Senate document numbered 2400) of the House Bill regulating and insuring short-term rentals (House, No. 4327), reports recommending passage of the accompanying bill (House, No. 4841). July 29, 2018.

Aaron Michlewitz	Michael J. Rodrigues
Sarah K. Peake	Karen E. Spilka

HOUSE No. 4841

The Commonwealth of Massachusetts

**In the One Hundred and Ninetieth General Court
(2017-2018)**

An Act regulating and insuring short-term rentals.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Chapter 23A of the General Laws is hereby amended by adding the
2 following section:-

3 Section 68. (a) The executive office of housing and economic development, in
4 consultation with the executive office of technology services and security and the department of
5 revenue, shall establish and maintain a registry for all operators under chapter 64G who file an
6 application and are issued a certificate of registration in accordance with section 67 of chapter
7 62C.

8 (b) The executive office of housing and economic development shall promulgate
9 regulations, in accordance with section 2 of chapter 30A, that are necessary to: (i) develop and
10 implement a registry that is accessible and available to the public; and (ii) support the
11 competitive operation of the traditional lodging industry, short-term rental industry and hosting
12 platforms to operate competitively in the commonwealth. The regulations shall require that a
13 public hearing be held and that a small business impact statement be filed.

14 (c) The executive office of housing and economic development shall, in developing
15 regulations to implement the registry, consider: (i) existing practices of peer states; (ii) data
16 security practices, protocols and standards; (iii) technological feasibility of existing digital
17 systems, including the feasibility of developing and maintaining a searchable online directory;
18 (iv) information required to be collected and maintained for operators in the registry, which shall,
19 at a minimum, include a list of legal addresses for accommodations offered for rent by operators
20 who are registered in accordance with section 67 of chapter 62C; (v) any forms or records
21 necessary to implement this section and meet such requirements under this chapter and chapter
22 64G; (vi) practices utilized to disclose or report information to cities and towns by request; (vii)
23 impacts on the traditional lodging industry, short-term rental industry and hosting platforms;
24 (viii) the fiscal impact to the commonwealth; and (ix) any relevant federal or state laws and
25 regulations.

26 The executive office of housing and economic development shall establish procedures
27 and protocols to protect the confidentiality and security of an operator's personal information
28 and tax information and prohibit the disclosure of such personal information and tax information
29 maintained pursuant to this section.

30 SECTION 2. Chapter 29C of the General Laws is hereby amended by adding the
31 following 2 sections:-

32 Section 19. There shall be a separate fund to be known as the Cape Cod and Islands
33 Water Protection Fund. The fund shall be subject to this chapter, except as otherwise provided in
34 this section. There shall be credited to the fund revenue from appropriations or other money
35 authorized by the general court and specifically designated to be credited to the fund including,

36 but not limited to, revenues received under the excise imposed under section 3C of chapter 64G,
37 any investment income earned on the fund's assets and all other sources, each source being
38 tracked separately for accounting purposes as of June 30 of each year.

39 The trust shall hold the fund in an account separate from other funds of the trust.
40 Proceeds of the fund shall not be used to offset or otherwise replace contract assistance funds or
41 reserve funds used for pool financing. The trust shall apply and disburse amounts credited to the
42 fund, without further appropriation, to provide subsidies and other assistance, which may include
43 principal forgiveness, to local governmental units and other eligible borrowers in the payment of
44 debt service costs on loans and other forms of financial assistance made by the trust for water
45 pollution abatement projects in municipalities that are members of the fund. Each municipality
46 within Barnstable or Nantucket counties or within the county of Dukes County shall be a
47 member of the fund if it is subject to: (i) an area wide wastewater management plan under
48 section 208 of the federal Clean Water Act, 33 U.S.C. 1288; or (ii) a suitable equivalent plan
49 determined by the department of environmental protection. Water pollution abatement projects
50 eligible for subsidies and other assistance under this section may include the utilization of
51 innovative strategies and alternative septic system technologies that result in nutrient reduction
52 for marine and fresh waters.

53 The fund may provide subsidies and other assistance as provided in this section with
54 respect to debt incurred prior to the establishment of the fund in the towns of Nantucket,
55 Edgartown, Tisbury, Oak Bluffs, Falmouth, Chatham and Provincetown and the city of
56 Barnstable for water pollution abatement projects apart from the trust.

57 Amounts credited to the fund shall be expended or applied only with the approval of the
58 Cape Cod and Islands Water Protection Fund Management Board established under section 20
59 and in a manner determined by the board, in addition to any approvals required under this
60 chapter. The board, subject to a memorandum of understanding with the department of
61 environmental protection, may direct the comptroller to transfer a specified amount not to exceed
62 10 per cent of the annual revenue deposited into the fund to the department for the department to
63 contract with a regional planning agency, institution of higher education or non-profit
64 corporation to evaluate and report on the efficacy of adaptive management measures to reduce
65 nitrogen pollution of coastal waterways undertaken pursuant to an area wide wastewater
66 management plan or a suitable equivalent plan, to monitor the water quality and watersheds of
67 areas subject to the study and to support further assessment and water quality modeling to further
68 refine area wide wastewater management plans or suitable equivalent plans in Barnstable and
69 Nantucket counties and the county of Dukes County. Any amounts remaining in the fund at the
70 end of a fiscal year shall be carried forward into the following fiscal year and shall remain
71 available for application and disbursement without further appropriation.

72 A municipality that is a member of the fund under this section may withdraw from the
73 fund by a $\frac{2}{3}$ vote of its legislative body; provided, however, that a municipality shall not
74 withdraw from the fund during the term of any financial assistance award from the fund to the
75 municipality. A municipality that has withdrawn from the fund shall not have representation on
76 the Cape Cod and Islands Water Protection Fund Management Board established under section
77 20. A municipality that has withdrawn from the fund and votes, by majority vote of its legislative
78 body, to return to the fund shall not receive money from the fund until not less than 2 years from
79 the date of its vote to return.

80 Section 20. There shall be a Cape Cod and Islands Water Protection Fund Management
81 Board that shall consist of 1 person to be appointed by each board of selectmen or town council
82 in each municipality that is a member of the Cape Cod and Islands Water Protection Fund;
83 provided, however, that an appointee of a board of selectmen or town council shall be a member
84 of the respective appointing authority, a town manager, town administrator or other municipally
85 employed professional staff. The executive director of the Cape Cod commission, the executive
86 director of the Martha's Vineyard commission and the town manager of Nantucket shall serve as
87 non-voting ex-officio members of the board.

88 Each member of the management board shall serve for a term of 3 years and until a
89 successor is appointed and qualified and each member of the management board shall be eligible
90 for reappointment. Each member of the management board appointed to fill a vacancy on the
91 management board shall be appointed for the unexpired term of the vacant position. The
92 members of the management board shall select a member to serve as chairperson and vice-
93 chairperson for a term established by vote of the management board. The Cape Cod commission,
94 in consultation with the Martha's Vineyard commission, shall provide administrative and
95 technical support to the management board and may be compensated for its associated costs by
96 vote of the management board. The management board's duties shall be limited to determining
97 the method for subsidy allocation, including, but not limited to, an equitable distribution among
98 participating municipalities consistent with revenue deposited from each municipality into the
99 fund, and to ensuring that money from the Cape Cod and Islands Water Protection Fund is spent
100 only for the purposes in section 19.

101 SECTION 3. Section 1 of chapter 40U of the General Laws, as appearing in the 2016
102 Official Edition, is hereby amended by striking out, in line 5, the words "regulating the" and

103 inserting in place thereof the following words:- related to the use of property for short-term
104 rental use or regulating a.

105 SECTION 4. Section 16 of chapter 62C of the General Laws, as so appearing, is hereby
106 amended by inserting after subsection (g) the following subsection:-

107 (g^{1/2}) Notwithstanding subsection (g), the department of revenue shall promulgate
108 regulations to minimize the administrative burden relative to filing returns under said subsection
109 (g) on operators who offer their accommodations to the public for not less than 1 day in 5
110 separate months, or fewer, in the taxable year. The regulations may authorize an operator to file a
111 return only for a month that the operator's accommodation is offered to the public.

112 SECTION 5. Subsection (b) of section 21 of said chapter 62C, as amended by section 3
113 of chapter 90 of the acts of 2018, is hereby amended by adding the following 2 paragraphs:-

114 (29) the disclosure of information necessary for administration of the community impact
115 fee imposed pursuant to section 3D of chapter 64G.

116 (30) the disclosure of information to the executive office of housing and economic
117 development necessary for the establishment and maintenance of a registry pursuant to section
118 68 of chapter 23A.

119 SECTION 6. Chapter 64G of the General Laws is hereby amended by striking out
120 sections 1 to 6, inclusive, as appearing in the 2016 Official Edition, and inserting in place thereof
121 the following 11 sections:-

122 Section 1. As used in this chapter, the following words shall have the following meanings
123 unless the context clearly requires otherwise:

124 “Bed and breakfast establishment”, a private owner-occupied house where not less than 4
125 rooms are let, a breakfast is included in the rent and all accommodations are reserved in advance.

126 “Bed and breakfast home”, a private owner-occupied house where not more than 3
127 rooms are let, a breakfast is included in the rent and all accommodations are reserved in advance.

128 “Commissioner”, the commissioner of revenue.

129 “Hosting platform”, a service through a digital platform, third-party website, software,
130 online-enabled application, mobile phone application or some other, similar electronic process
131 that allows: (i) an operator to advertise, list or offer the use of an accommodation subject to the
132 excise under this chapter in exchange for rent; (ii) an operator to collect the payment of rent on
133 an accommodation; and (iii) a person to arrange, book, reserve or rent an accommodation.

134 “Hotel”, a building used for the feeding and lodging of guests licensed or required to be
135 licensed under section 6 of chapter 140.

136 “Intermediary”, a person or entity, other than an operator, that facilitates the sale, use or
137 possession of an occupancy and charges a room charge to the general public; provided, however,
138 that the term “facilitates” shall include a person or entity that brokers, coordinates or in any other
139 way arranges for the purchase, sale, use or possession of occupancies by the general public;
140 provided further, that the term “intermediary” shall include a hosting platform and operator’s
141 agent.

142 “Lodging house”, a house licensed or required to be licensed under section 23 of chapter
143 140 and where lodgings are rented to not less than 4 people who shall not be within the second
144 degree of kindred to the owner or operator of such lodging house.

145 “Motel”, a building or portion of a building in which a person is lodged for hire with or
146 without meals and that is licensed or required to be licensed under section 32B of chapter 140;
147 provided, however, that a “motel” shall not include a hotel or lodging house.

148 “Occupancy”, the use or possession or the right to the use or possession of a room in a
149 bed and breakfast establishment, hotel, lodging house, short-term rental or motel designed and
150 normally used for sleeping and living purposes for a period of not more than 31 consecutive
151 calendar days, regardless of whether such use and possession is as a lessee, tenant, guest or
152 licensee; provided, however, that “occupancy” shall include the right to the use or possession of
153 the furnishings or the services and accommodations, including breakfast in a bed and breakfast
154 establishment, accompanying the use and possession of such a room.

155 “Occupant”, a person who uses, possesses or has a right to use or possess a room in a bed
156 and breakfast establishment, hotel, lodging house, short-term rental or motel for rent under a
157 lease, concession, permit, right of access, license or agreement.

158 “Operator”, a person operating a bed and breakfast establishment, hotel, lodging house,
159 short-term rental or motel in the commonwealth including, but not limited to, the owner or
160 proprietor of such premises, the lessee, sublessee, mortgagee in possession, licensee or any other
161 person otherwise operating such bed and breakfast establishment, hotel, lodging house, short-
162 term rental or motel.

163 “Operator’s agent”, a person who on behalf of an operator of a bed and breakfast
164 establishment, hotel, motel, short-term rental or lodging house: (i) manages the operation or
165 upkeep of a property offered for rent; or (ii) books reservations at a property offered for rent;

166 provided, however, that an “operator’s agent” shall include, but not be limited to, a property
167 manager, property management company or real estate agent.

168 “Person”, an individual, partnership, trust or association, with or without transferable
169 shares, joint-stock company, corporation, society, club, organization, institution, estate, receiver,
170 trustee, assignee or referee and any other person acting in a fiduciary or representative capacity,
171 whether appointed by a court or otherwise, or any combination of individuals acting as a unit.

172 “Professionally-managed unit”, 1 of 2 or more short-term rental units that are located in
173 the same city or town, operated by the same operator and are not located within a single-family,
174 two-family or three-family dwelling that includes the operator’s primary residence.

175 “Rent”, the total consideration paid by or on behalf of an occupant, including any service,
176 cleaning or other charge, to an operator or an intermediary collecting and remitting the excise on
177 behalf of an operator under section 13 for occupancy, valued in money, whether received in
178 money or otherwise, including all receipts, cash, credits and property or services of any kind or
179 nature.

180 “Short-term rental”, an owner-occupied, tenant-occupied or non-owner occupied property
181 including, but not limited to, an apartment, house, cottage, condominium or a furnished
182 accommodation that is not a hotel, motel, lodging house or bed and breakfast establishment,
183 where: (i) at least 1 room or unit is rented to an occupant or sub-occupant; and (ii) all
184 accommodations are reserved in advance; provided, however, that a private owner-occupied
185 property shall be considered a single unit if leased or rented as such.

186 Section 2. This chapter shall not include: (i) lodging accommodations at a federal, state or
187 municipal institution; (ii) lodging accommodations, including dormitories, at religious,

188 charitable, educational and philanthropic institutions; provided, however, that the exemption
189 allowed shall not apply to accommodations provided by any such institution at a hotel or motel
190 generally open to the public and operated by the institution; (iii) privately-owned and operated
191 convalescent homes or homes for the aged, infirm, indigent or chronically ill; (iv) religious or
192 charitable homes for the aged, infirm, indigent or chronically ill; (v) summer camps for children
193 up to 18 years of age or developmentally disabled individuals; provided, however, that a summer
194 camp that offers its facilities off season to individuals 60 years of age or older for a period of not
195 more than 30 days in a calendar year shall not lose its exemption under this section; (vi) bed and
196 breakfast homes; (vii) lodging accommodations provided to seasonal employees by employers;
197 (viii) alcohol and drug free housing that is certified pursuant to section 18A of chapter 17; (ix)
198 tenancies at will or month-to-month leases; and (x) time-shares, as defined in section 2 of chapter
199 183B.

200 For the purposes of this section, “developmentally disabled individual” shall mean an
201 individual who has a severe chronic disability that: (i) is attributable to a mental or physical
202 impairment or combination of mental and physical impairments; (ii) is likely to continue
203 indefinitely; (iii) results in substantial functional limitations in not less than 3 of the following
204 areas of major life activity: (A) self-care; (B) receptive and expressive language; (C) learning;
205 (D) mobility; (E) self-direction; (F) capacity for independent living; and (G) economic self-
206 sufficiency; and (iv) reflects the individual’s need for a combination and sequence of special,
207 interdisciplinary or generic care, treatment or other services that are of lifelong or extended
208 duration and are individually planned and coordinated.

209 Section 3. An excise shall be imposed upon the transfer of occupancy of a room or unit in
210 a bed and breakfast establishment, hotel, lodging house, short-term rental or motel by an operator

211 at the rate of 5 per cent of the total amount of rent for each such occupancy. An excise shall not
212 be imposed if the total amount of rent is less than \$15 per day or its equivalent.

213 The operator shall pay the excise to the commissioner at the time provided for filing the
214 return required under section 16 of chapter 62C.

215 Section 3A. A city or town that accepts this section may impose a local excise upon the
216 transfer of occupancy of a room in a bed and breakfast establishment, hotel, lodging house,
217 short-term rental or motel located within that city or town by an operator at a rate of not more
218 than 6 per cent of the total amount of rent for each such occupancy; provided, however, that the
219 city of Boston may impose such local excise upon the transfer of occupancy of a room in a bed
220 and breakfast establishment, hotel, lodging house, short-term rental or motel located within the
221 city by an operator at the rate of not more than 6.5 per cent of the total amount of rent of each
222 such occupancy. No excise shall be imposed if the total amount of rent is less than \$15 per day or
223 its equivalent or if the accommodation is exempt under section 2. An operator shall pay the local
224 excise imposed under this section to the commissioner at the same time and in the same manner
225 as the excise due to the commonwealth. All sums received by the commissioner under this
226 section as excise, penalties or forfeitures, interest, costs of suit and fines shall at least quarterly
227 be distributed, credited and paid by the state treasurer upon certification of the commissioner to
228 each city or town that has adopted this section in proportion to the amount of such sums received
229 from the transfer of occupancy in each such city or town. Acceptance of this section shall be: (i)
230 by a majority vote of the city council with the approval of the mayor in the case of a city with a
231 Mayor; (ii) by a majority vote of the city council in every other city; (iii) by a majority vote of
232 the annual town meeting or a special meeting called for that purpose in the case of a municipality
233 with a town meeting form of government; or (iv) by a majority vote of the town council in the

234 case of a municipality with a town council form of government. This section shall take effect on
235 the first day of the calendar quarter following 30 days after its acceptance or on the first day of a
236 later calendar quarter as the city or town may designate. The city or town, in accepting this
237 section, shall not revoke or otherwise amend the applicable local tax rate more often than once in
238 a 12-month period.

239 The commissioner shall make available to a city or town requesting such information the
240 total amount of room occupancy tax collected in the preceding fiscal year in the city or town
241 requesting the information.

242 Section 3B. Notwithstanding sections 9 and 10 of chapter 152 of the acts of 1997, the
243 convention center financing fee imposed upon the transfer of occupancy of a short-term rental in
244 the cities of Boston, Cambridge, Springfield, Worcester, West Springfield and Chicopee shall
245 revert half to the General Fund and half to the city in which the short-term rental was transferred.

246 Section 3C. In addition to the excise imposed under section 3 and any excise imposed
247 under section 3A, an excise shall be imposed on the transfer of occupancy of a room in a bed and
248 breakfast establishment, hotel, lodging house, short-term rental or motel located within a
249 municipality that is a member of the Cape Cod and Islands Water Protection Fund established
250 under section 19 of chapter 29C at a rate of 2.75 per cent of the total amount of rent for each
251 such occupancy; provided, however, that all revenues received from the excise under this section
252 shall be credited to the Cape Cod and Islands Water Protection Fund. An excise shall not be
253 imposed if the total amount of rent is less than \$15 per day or its equivalent. An operator shall
254 pay the excise due to the Cape Cod and Islands Water Protection Fund to the commissioner at
255 the same time and in the same manner as the excise due to the commonwealth.

256 Section 3D. (a) A city or town that accepts section 3A may, by a separate vote and in the
257 same manner of acceptance as set forth in section 3A, impose upon an operator a community
258 impact fee of not more than 3 per cent of the total amount of rent for each transfer of occupancy
259 of a professionally managed unit that is located within that city or town.

260 (b) A city or town that votes to impose a community impact fee under subsection (a)
261 may, by a separate additional vote and in the same manner of acceptance as set forth in section
262 3A, also impose the community impact fee upon each transfer of occupancy of a short-term
263 rental unit that is located within a two-family or three-family dwelling that includes the
264 operator's primary residence.

265 (c) All community impact fees under this section shall be paid monthly by the operator to
266 the municipality. A city or town shall dedicate not less than 35 per cent of the community impact
267 fees collected under this section to affordable housing or local infrastructure projects.

268 Section 4. Except as provided in section 13, reimbursement for the excise imposed under
269 this chapter shall be paid by the occupant of any such room to the operator and each operator
270 shall add to the rent and collect from the occupant the full amount of the excise imposed by this
271 chapter or an amount equal as nearly as possible or practical to the average equivalent thereof
272 and such excise shall be a debt from the occupant to the operator when so added to the rent and
273 shall be recoverable at law in the same manner as other debts.

274 Section 5. The amount of the excise collected by the operator from the occupant pursuant
275 to this chapter shall be stated and charged separately from the rent and shown separately on any
276 record of the excise at the time the transfer of occupancy is made or on any evidence of such
277 transfer issued or used by the operator.

278 Section 6. A person shall not operate a bed and breakfast establishment, hotel, lodging
279 house, short-term rental or motel unless a certificate of registration has been issued to the person
280 in accordance with section 67 of chapter 62C.

281 Section 6A. No person subject to this chapter shall engage in an unlawful practice under
282 section 4 of chapter 151B.

283 SECTION 7. Said chapter 64G is hereby further amended by striking out sections 7A and
284 7B, as so appearing, and inserting in place thereof the following 2 sections:-

285 Section 7A. An operator who has paid to the commissioner an excise pursuant to section
286 3 upon an account later determined to be worthless shall be entitled to an abatement of the excise
287 paid on the worthless account. A claim for abatement shall be filed not later than April 15
288 annually and shall cover the amount of the excise on accounts determined to be worthless in the
289 prior calendar year.

290 An operator who recovers an excise on an account determined to be worthless and for
291 which an application for abatement has been filed shall report and include the same in a monthly
292 return at the time of recovery.

293 Section 7B. An operator who fails to pay to the commissioner money required to be paid
294 by this chapter shall be personally and individually liable therefor to the commonwealth. As used
295 in this section, the term “operator” shall include an officer or employee of a corporation or a
296 member or employee of a partnership or a limited liability company who, as such officer,
297 employee or member, is under a duty to pay the excises imposed by this chapter.

298 An operator who misrepresents to an intermediary that the transfer of occupancy of the
299 operator's property is exempt from the excise imposed by sections 3, 3A, 3C and 3D shall be
300 liable for any unpaid excise under said sections 3, 3A, 3C and 3D and shall be deemed to have
301 committed an unfair trade practice under chapter 93A in making such a misrepresentation to the
302 intermediary.

303 SECTION 8. Said chapter 64G is hereby further amended by striking out section 12, as
304 so appearing, and inserting in place thereof the following 7 sections:-

305 Section 12. No excise shall be imposed under this chapter upon the transfer of occupancy
306 of a room in a hotel, lodging house, short-term rental or motel if the occupant is an employee of
307 the United States military traveling on official United States military orders that encompass the
308 date of such occupancy. Each operator shall maintain such records as the commissioner shall
309 require to substantiate exemptions claimed under this section.

310 Section 13. (a) An operator may elect to allow an intermediary to collect rent or facilitate
311 the collection or payment of rent on its behalf through a written agreement on an accommodation
312 subject to the excise under this chapter. An intermediary that enters into a written agreement with
313 the operator to collect rent or facilitate the collection or payment of rent on behalf of the operator
314 of an accommodation subject to the excise under this chapter shall: (i) apply for and obtain a
315 certificate of registration from the commissioner in accordance with section 67 of chapter 62C on
316 behalf of the operator; (ii) assess, collect, report and remit the excise to the commissioner as
317 described for operators in sections 3, 3A, 3B, 5, 7A, 7B and 12; (iii) assess, collect and remit the
318 community impact fee to the municipality as described for operators in section 3D; (iv) maintain
319 records of any excises collected that have been remitted to the commissioner and shall make

320 these records available to the department upon request; (v) ensure that the operator is registered
321 pursuant to said section 67 of said chapter 62C prior to permitting such operator to list or offer an
322 accommodation for rent through the use of the intermediary; and (vi) notify the operator that the
323 operator must comply with all applicable municipal, state and federal laws including, but not
324 limited to, the collection and remittance of required excises. The certificate of registration
325 obtained from the commissioner pursuant to this subsection shall identify and be in the name of
326 the individual operator, not the intermediary.

327 (b) An intermediary collecting and remitting the excise on behalf of an operator shall
328 provide notification within a reasonable time to the operator that the excise has been collected
329 and remitted to the commissioner pursuant to section 3. The notification may be delivered in
330 hand or by mail or conveyed by electronic message, mobile or smart phone application or
331 another similar electronic process, digital media or communication portal. An operator shall not
332 be responsible for collecting and remitting the excise on a transaction for which the operator has
333 received notification from an intermediary that the excise has been collected and remitted to the
334 commissioner on their behalf.

335 (c) The intermediary shall not be liable for faults in collecting or remitting the excise
336 proximately caused by the intermediary's reasonable reliance on representations made to it by
337 the operator about the nature of the property being rented, the duration of the occupancy or other
338 similar misrepresentations made by the operator to the intermediary. The operator shall be liable
339 for any unpaid excise resulting from any such misrepresentation. An intermediary shall not be
340 liable for any over collection of the excise if the excise collected was remitted to the
341 commissioner and the over collection resulted from the intermediary's reasonable reliance on the
342 operator's representations about the nature of the property being rented or the nature of the

343 occupancy or whether such property was exempt from the excise. The operator shall be liable for
344 monetary damages to the occupant resulting from any such misrepresentations.

345 Section 14. A city or town, by ordinance or by-law, may regulate operators registered
346 pursuant to section 67 of chapter 62C and impose penalties for the violation of such an ordinance
347 or by-law. A city or town, by ordinance or by-law, may:

348 (i) regulate the existence or location of operators under this section within the city or
349 town, including regulating the class of operators and number of local licenses or permits issued
350 to operators under this section and the number of days a person may operate and rent out an
351 accommodation in a calendar year;

352 (ii) require the licensing or registration of operators within the city or town; provided,
353 however, that a city or town may: (A) accept a certificate of registration issued to an operator in
354 accordance with section 67 of chapter 62C in lieu of requiring an operator to obtain a local
355 license or registration under this section; or (B) issue a provisional license or registration to
356 permit an operator to offer accommodations on temporary or seasonal basis;

357 (iii) require operators to demonstrate that any properties or premises controlled,
358 occupied, operated, managed or used as accommodations subject to the excise under this chapter
359 are not subject to any outstanding building, electrical, plumbing, mechanical, fire, health,
360 housing or zoning code enforcement, including any notices of violation, notices to cure, orders of
361 abatement, cease and desist orders or correction notices;

362 (iv) require properties or premises controlled, occupied, operated, managed or used by
363 operators as an accommodation subject to the excise under this chapter to undergo health and
364 safety inspections; provided, however, that the cost of any inspection conducted under this

365 section shall be charged to and solely paid by the operator under this section; provided further,
366 that after any initial health and safety inspection, the city or town may determine the frequency
367 of any subsequent inspections;

368 (v) establish a civil penalty for violation of an ordinance or by-law enacted pursuant to
369 this section; provided, however, that a city or town that suspends or terminates an operator's
370 right to operate an accommodation for a violation of any ordinance or bylaw shall notify the
371 commissioner of revenue of the suspension or termination; and

372 (vi) establish a reasonable fee to cover the costs associated with the local administration
373 and enforcement of regulating operators and accommodations.

374 Notwithstanding any ordinance or by-law adopted by a city or town pursuant to this
375 section, an operator of a short-term rental shall post inside the short-term rental unit information
376 regarding the location of any fire extinguishers, gas shut off valves, fire exits and fire alarms in
377 the unit and building.

378 Section 15. Nothing in this chapter shall confer a right to lease, sublease or otherwise
379 offer a residential unit as a short-term rental where such use is prohibited by a homeowner's
380 association agreement or requirements, a rental agreement or any other restriction, covenant,
381 requirement or enforceable agreement.

382 Section 16. For residential units subject to rent control provisions, operators of short-term
383 rentals shall charge not more than the prorated maximum amount allowed.

384 Section 17. The commissioner shall annually publish a report on the economic activity of
385 short-term rentals in the commonwealth rented for occupancy through a hosting platform or

386 intermediary. The commissioner may require a hosting platform, intermediary or operator of a
387 short-term rental to submit to the department of revenue, in a form approved by the
388 commissioner, information necessary to compile the report including, but not limited to: (i) the
389 aggregate rent paid by all occupants during the reporting period; (ii) the total amount of revenue
390 collected from the excise on the transfer of occupancy of the short-term rentals; and (iii) the total
391 amount of revenue collected from the local excise on the transfer of occupancy of the short-term
392 rentals.

393 The department shall make available any data set used pursuant to this section to a
394 regional planning agency, municipality or other public agency requesting such information;
395 provided, however, that the department shall utilize the practices that are necessary to prevent the
396 public disclosure of personal information regarding operators and occupants. The department
397 shall annually publish local summary statistics on its website. The department shall take all
398 measures necessary to protect the confidentiality and security of an operator’s personal tax
399 information from any disclosure pursuant to this section.

400 Section 18. The commissioner shall promulgate rules and regulations for assessing,
401 reporting, collecting, remitting and enforcing the room occupancy excise pursuant to this
402 chapter.

403 SECTION 9. Chapter 175 of the General Laws is hereby amended by inserting after
404 section 4E the following section:-

405 Section 4F. (a) As used in this section, the terms “hosting platform”, “operator” and
406 “short-term rental” shall have the same meanings as under section 1 of chapter 64G unless the
407 context clearly requires otherwise.

408 (b) An operator shall maintain liability insurance of not less than \$1,000,000 to cover
409 each short-term rental, unless such short-term rental is offered through a hosting platform that
410 maintains equal or greater coverage. Such coverage shall defend and indemnify the operator and
411 any tenants or owners in the building for bodily injury and property damage arising from the
412 short-term rental.

413 (c) Prior to an operator offering a short-term rental through the use of a hosting platform,
414 the hosting platform shall provide notice to the operator that standard homeowners or renters
415 insurance may not cover property damage or bodily injury to a third-party arising from the short-
416 term rental.

417 (d) Insurers that write homeowners and renters insurance may exclude any and all
418 coverage afforded under the policy issued to a homeowner or lessee for any claim resulting from
419 the rental of any accommodation under chapter 64G. Insurers that exclude the coverage
420 described in this section shall not have a duty to defend or indemnify any claim expressly
421 excluded by a policy. Nothing under this section shall preclude an insurer from providing
422 coverage for short-term rentals.

423 (e) Any policy or policy form intended to cover operators of short-term rentals from
424 liabilities, whether the policy or policy form is provided by a hosting platform or an operator
425 itself, shall be filed according to instructions provided by the division of insurance.

426 (f) An operator who intends to operate a short-term rental shall provide notice to any
427 insurer that writes a homeowners or renters insurance policy for the property where such short-
428 term rental is to be located of the operator's intent to operate such short-term rental.

429 SECTION 10. There shall be a commission to study the feasibility and potential for use
430 of lodging units within the hospitality industry, including hotel, motel, bed and breakfast and
431 short-term rentals, as resources to increase the availability of emergency shelter for individuals
432 and families displaced during extreme weather events or other states of emergency declared by
433 the governor. The commission shall study and make recommendations relating to: (i) ways to
434 maintain up-to-date inventories of units available for shelter during emergencies; (ii) networks to
435 alert local officials about the availability of hospitality industry units as emergency shelter; (iii)
436 platforms and protocol for communication and coordination between the hospitality industry and
437 state and local officials during emergencies; and (iv) any other factors deemed relevant by the
438 chair of the commission.

439 The commission shall consist of: the director of the Massachusetts emergency
440 management agency or a designee, who shall serve as chair; 2 members appointed by the
441 Massachusetts Lodging Association, Inc.; 3 members appointed by the Massachusetts Municipal
442 Association, Inc., 2 of whom shall have experience in local emergency planning and
443 management and 1 of whom shall have experience in municipal licensure processes; and 3
444 members appointed by the governor, 1 of whom shall be a representative of the department of
445 revenue, 1 of whom shall be a representative of a hosting platform, as defined in section 1 of
446 chapter 64G of the General Laws, and 1 of whom shall be a representative of a non-profit entity
447 with experience in national-level emergency management and relief.

448 The commission shall report the results of its study, together with drafts of recommended
449 legislation, if any, by filing the report with the clerks of the house of representatives and senate
450 not later than July 31, 2019.

451 SECTION 11. The transfer of occupancy of a room in a bed and breakfast establishment,
452 hotel, lodging house, short-term rental or motel in a municipality that becomes a member of the
453 Cape Cod and Islands Water Protection Fund under section 19 of chapter 29C of the General
454 Laws after December 1, 2018 shall be subject to the excise under section 3C of chapter 64G of
455 the General Laws on the first day of a calendar quarter after it has joined the fund, as the
456 municipality may designate.

457 SECTION 12. Notwithstanding section 19 of chapter 29C of the General Laws, a
458 municipality included in the Cape Cod and Islands Water Protection Fund shall not withdraw
459 from the fund for 1 year after the effective date of this act.

460 SECTION 13. The executive office of housing and economic development shall
461 promulgate regulations necessary to implement a registry pursuant to section 68 of chapter 23A
462 of the General Laws not later than June 30, 2019.

463 SECTION 14. Sections 3, 3A, 3B, 3C and 3D of chapter 64G of the General Laws shall
464 take effect for transfers of occupancies of short-term rentals that commence on or after January
465 1, 2019 and for which contracts with occupants were entered into on or after November 1, 2018.

466 SECTION 15. A city or town that accepted section 3A of chapter 64G of the General
467 Laws before January 1, 2019 shall be deemed to have accepted said section 3A of said chapter
468 64G for the purposes of this act.

469 SECTION 16. Section 9 shall take effect on January 1, 2019.

AGENDA ITEM 8a

Authorizing a proclamation honoring Charles Eager, former Chairman of the Barnstable County Board of Regional Commissioners (NO DOCUMENTS)

AGENDA ITEM 8b

Authorizing a proclamation designating September 9, 2018 through September 13, 2018 as "Suicide Prevention Awareness Week" in Barnstable County (NO DOCUMENTS)

AGENDA ITEM 8c

Authorizing the Approval of a Grounds Request from the Cape & Islands Suicide Prevention Coalition to use of the front lawn of the Superior Courthouse on September 13, 2018 for an Annual Ribbon Ceremony



BARNSTABLE COUNTY

OFFICE OF COUNTY ADMINISTRATOR
SUPERIOR COURTHOUSE
3195 MAIN STREET
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Jack T. Yunits, Jr.
County Administrator
Cell: (508) 510-1127
Office: (508) 375-6771
Fax: (508) 362-4136
Jack.yunits@barnstablecounty.org

MEMORANDUM

DATE: August 8, 2018
TO: County Commissioners
FROM: Owen Fletcher, Executive Assistant
SUBJECT: Grounds Request from the Cape & Islands Suicide Prevention Coalition

Please authorize the approval of a grounds request from the Cape & Islands Suicide Prevention Coalition to use the front lawn of the Superior Courthouse on September 13, 2018 for an Annual Ribbon Ceremony, subject to the County Use Policy, including yet not limited to, proof of insurance, post event clean-up, and any other provisions set forth by the Facilities Director/Assistant County Administrator

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

Owen Fletcher

From: Cape and Islands Suicide Prevention Coalition <suicideprevention@capecoalition.com>
Sent: Thursday, August 2, 2018 9:36 PM
To: Owen Fletcher
Subject: Red Ribbon Ceremony
Attachments: ribbon ceremony hyannis 2017.pdf

Owen,

It was a pleasure to talk to you this afternoon. I am the new Training & Office Coordinator for the Cape and Islands Suicide Prevention Coalition. The National Suicide Prevention Awareness week is September 9th-13th, the actual day is September 10th. We will be holding our General Membership meeting on Thursday September 13, 2018 at 12:00 pm and we are looking for permission for us to hold the Ribbon Ceremony on the front lawn area of the Barnstable Superior Courthouse.

We are also looking to reserve the Harbor View Room on the same day from 11AM - 2PM in case of rain. I am attaching a copy of last years flyer.

As you know we have done this in the past and would like to continue on with the tradition.

I look forward to hearing from you soon!!

Have a great day!

Frances Bassett

Training & Office Coordinator
Cape and Islands Suicide Prevention Coalition
suicideprevention@capecoalition.com
www.SuicidesPreventable.net

RIBBON CEREMONY

IN RECOGNITION OF

NATIONAL SUICIDE PREVENTION DAY



Please join us as we hang ribbons of remembrance and hope for National Suicide Prevention Day. We'll remember those we have lost to suicide and support the many friends and families left behind. The ceremony will be followed by a short reception.

Thursday September 14th
11:15 am – 12:45 pm
3195 Main Street
Barnstable, Ma

on the front lawn of the Superior Courthouse, Barnstable County Court complex

(in case of rain in the Harborview Conference Room)

All are invited to attend any portion of the day. There is no fee.



AGENDA ITEM 8d

Authorizing the appointment of Melissa Carter, Licensed Independent Clinical Social Worker (LICSW), Massachusetts Department of Health, to the Children's Cove Advisory Board for a term from September 5, 2018 through December 31, 2020



P.O. Box 427 • Barnstable, Massachusetts 02630
Telephone (508) 375-0410 • Toll Free (888) 863-1900 • Fax (508) 375-0409

MEMO

DATE: August 1, 2018
TO: County Commissioners
FROM: Stacy Gallagher
SUBJECT: Children's Cove Advisory Board Members

Please **VOTE** to appoint the following to the Children's Cove Advisory Board.

Melissa Carter, LICSW, Case Management Supervisor, Department of Mental Health
September 5, 2018 – December 31, 2020

Leo G. Cakounes, Chair

Ronald R. Beatty, Vice Chair

Mary Pat Flynn, Commissioner

Partner Agencies

Barnstable County • Cape and Islands District Attorney's Office • Cape Cod Hospital
Massachusetts Department of Mental Health • Massachusetts Department of Children & Families

AGENDA ITEM 8e

Authorizing the execution of a cooperative agreement with the Massachusetts Service Alliance, for a grant to implement and oversee the Cape Cod AmeriCorps Program, in the amount of \$357,472.00 for a period from August 15, 2018 through August 14, 2019

Massachusetts Service Alliance

And

Barnstable County

Cooperative Agreement Number: A-19-C-04-6001419

Grant Number: 18ACHMA001

Grant Start Date: 8/15/2018

Grant End Date: 8/14/2018

Total Funding

Federal Funds Awarded	Total Award \$357,472	MSA Admin \$3,573	Total Program Funds \$353,899
Total Member Service Years	24		
Year in Graduated Match Schedule:	10+		
Required Aggregate Match Percentage:	50%		

This Award / Amendment consists of these pages 1, 2, 3, 4, 5 and 6; Cooperative Agreement Terms numbered I-V, the attached budget forms, the 2018 AmeriCorps Terms and Conditions (November 2017), any updates to these Terms and Conditions, and the Massachusetts Service Alliance 2018-2019 AmeriCorps Grant Terms and Conditions Addendum (hereafter referred to as 'the Addendum').

IN WITNESS THEREOF, the parties have executed Cooperative Agreement Number **A-19-C-04-6001419**

Accepted and Agreed to by:
Massachusetts Service Alliance
100 North Washington Street
Boston, MA 02114

Emily Haber

Emily Haber
Chief Executive Officer

August 3, 2018
Date

Barnstable County
AmeriCorps Cape Cod
3195 Main Street, PO Box 427
Barnstable, MA 02630

Signature

Printed Name

Official Title

Date

COOPERATIVE AGREEMENT TERMS

I. PROGRAM DESCRIPTION

The Grantee, in cooperation with the Massachusetts Service Alliance (MSA) and the Corporation for National and Community Service (the Corporation), hereby agrees to implement and oversee the Cape Cod AmeriCorps Program, operated by Barnstable County.

This program shall be conducted in accordance with the Grantee's 2018-2019 application and revisions, and with the attached program budget. The referenced application, revisions and attached budget define the objectives and manner of implementation of the program. **These, in no case, supersede the terms and conditions of this award. Any language of budget items contained in the approved application and budget do not change or take precedence over any requirements contained in this award and its Provisions.**

II. PROGRAMS AND FUNDING

The funding for this program originates from the Federal Government. Prior to approving any amendments to the approved budget, the Grantee must provide a revised narrative and a budget in the same detail and format as the budget in this award to MSA. MSA must be able to clearly identify and track all funds that are awarded to the program and retains the right to examine all supporting documents and review internal fiscal controls. All programs must comply with fiscal management guidelines as stated in the OMB circulars A-102, A-110 and A-133 as applicable.

III. GRANTEE RESPONSIBILITIES

1. The Grantee receiving this award agrees to be responsible for all aspects of its programs including the management, oversight, operation and evaluation of the specified AmeriCorps program. The Grantee will work closely with MSA in implementing its AmeriCorps program.
2. The Grantee will implement its AmeriCorps program in accord with the National and Community Service Act of 1990, as amended (42 U.S.C. 12501, et seq.), the Corporation's regulations (45 CFR 2510, 2513, et al.), the Massachusetts Service Alliance 2018-2019 AmeriCorps Terms and Conditions Addendum, the AmeriCorps Application and the terms of this agreement.

3. Grantees are required to pre-enroll members in eGrants before members may start serving. Failure to pre-enroll members properly and in a timely fashion may result in a delay in the member beginning service and accumulating hours.
4. All new grantees will host a programmatic and a fiscal site visit. Failure to comply will result in suspension of the grant award. Suspension of grant award will mean that budget amendments would not be accepted and requests for reimbursement/advances will not be processed.
5. Grantees are required to submit requests for payments 30 days after the submission of Financial Status Reports (FSRs). Grantees, however, are strongly encouraged to submit monthly requests for Cash Reimbursement/Advances. Requests for Cash Reimbursement/Advance cover pages will be accepted via mail or email. Periodic Expense Reports (PERs) will be accepted via mail or email. (For more specific information around FSR due dates please refer to the Massachusetts Service Alliance 2018-2019 Terms and Conditions Addendum #8, section a.i.). Grantees must submit requests for reimbursements by the 15th and 30th of each month. Accurate reimbursement requests received by the 15th will be processed and payments will be submitted to the grantee on the 30th. Accurate reimbursement requests received by the 30th will be processed and payments will be submitted to the grantee on the 15th. (For more information regarding reimbursements please refer to the MSA 2018-2019 AmeriCorps Terms and Conditions Addendum).
6. Grantees are required to submit four quarterly Financial Status Reports (FSR). FSRs are due to MSA 15 days after the close of each quarter. Should the 15th of the month fall on a holiday or weekend day, reports should arrive at MSA by the next business day. Grantees are required to submit an FSR on the due date and if a grantee fails to submit this report on the due date, the grant award is at risk of being suspended. Suspension of grant award will mean that budget amendments will not be accepted, and requests for reimbursement/advances will not be processed. (For more specific information around FSR due dates please refer to the Massachusetts Service Alliance 2018-2019 AmeriCorps Terms and Conditions Addendum #8, section a.i.)
7. Grantees are required to submit two Progress Reports during the program year. If a grantee fails to submit this report on the due date, the grant award is at risk of being suspended. Suspension of the grant award will mean that budget amendments will not be accepted and requests for reimbursement/advances will not be processed. (For more specific information around Progress Report due dates please refer to the Massachusetts Service Alliance 2018-2019 AmeriCorps Terms and Conditions Addendum #8, section a.ii.)

8. Grantees are to acknowledge the Massachusetts Service Alliance in all promotional and educational materials that pertain to the funded program. This includes but is not limited to: special event invitations and speaking programs, promotional flyers, posters, pamphlets, event signage and printed programs, newsletters, web sites, videos, social media sites, media interviews and events, press releases, and advertisements. (For more specific information around Acknowledgement Format please refer to the Massachusetts Service Alliance 2018-2019 AmeriCorps Terms and Conditions Addendum #1, section i.)
9. MSA may suspend or terminate a grant award if necessary. (For more specific information around grant suspension and termination please refer to the Massachusetts Service Alliance 2018-2019 AmeriCorps Grant Terms and Conditions Addendum #14.)
10. In the event of natural disaster or emergency situation, members may be called upon to assist with the response. If disaster response is required, the hours contributed by the members would count toward their service commitment.

IV. MSA RESPONSIBILITIES

1. MSA will work closely with the Grantee to help assure the quality of the AmeriCorps program and to reasonably accommodate the needs of the AmeriCorps program for assistance.
2. MSA will provide access to technical assistance and training to the AmeriCorps program as agreed upon by both parties. Such assistance, needs, and provisions will be coordinated and assessed with the Grantee, MSA Program Officer, and MSA Director of Training and Technical Assistance.
3. MSA will review and respond to all requests within 30 days, including request for payments, budget amendments, and issues that necessitate Corporation involvement.

V. ADMINISTRATIVE COSTS

In accordance with AmeriCorps Regulation 45CFR 2521.95, each AmeriCorps program must either:

1. Establish administrative costs at a fixed 5% (or less) of total MSA funds expended and a match for administrative costs not to exceed 10% of direct costs in accordance with AmeriCorps Terms and Conditions 23, section c.

2. In accordance with AmeriCorps Regulation 45CFR 2521.95, Section d either:
 - a. use the Grantee's currently approved indirect cost rate to support the fixed 5% (or less) of MSA funds expended and the Grantee's match of administrative costs; or
 - b. establish an indirect cost rate to support the fixed 5% (or less) of total MSA funds expended and the grantee match.

Regardless of the option used to calculate administrative costs, MSA has set aside a portion of the federal share to use in administering the grant. Both MSA and the grantee portions of the federal share of administrative costs should be included in the budget. MSA amount is equal to but does not exceed 2% of the maximum 5% federal share. The grantee's portion therefore, must not exceed 3% of the maximum federal share.



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Louise Keogh Weed
Harvard School of Public Health

Helene Horan Winn
The 15-40 Connection

Emily Haber
Chief Executive Officer

EX-OFFICIO MEMBER

Sherry McClintock
Corporation for National &
Community Service

August 3, 2018

Ms. Julie Ferguson
Barnstable County
AmeriCorps Cape Cod
3195 Main Street
Barnstable, MA 02630

Dear Ms. Ferguson:

The Massachusetts Service Alliance is pleased to be contracting with your agency for the 2018-2019 AmeriCorps grant year. Included are:

- 1) A copy of the Cooperative Agreement for your 2018-2019 AmeriCorps Program;
- 2) The approved budget for your 2018-2019 CNCS funds;
- 3) The 2018 AmeriCorps Terms and Conditions;
- 4) The Massachusetts Service Alliance 2018-2019 AmeriCorps Terms and Conditions Addendum.

The Cooperative Agreement will serve as the contract between our agencies. Please sign and send to Roger Dunn, AmeriCorps Program Officer, electronically or by mail. If sending by e-mail, please sign a printed copy, scan the document, and retain that copy for your records. Should you have any questions, please do not hesitate to contact Roger at (617) 542-2544, ext. 226 or rdunn@mass-service.org.

It is our goal to provide quality communication, training, and technical assistance. Please feel free to call upon me or other MSA staff should you need our assistance. I hope that you will have a successful program year.

I look forward to working with you.

Sincerely,

Emily Haber
Chief Executive Officer

2018 Terms and Conditions for AMERICORPS STATE and NATIONAL GRANTS

These Corporation for National & Community Service (CNCS) Grant Program Specific Terms and Conditions and the General Terms and Conditions, are binding on the recipient.

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I. CHANGES FROM THE 2017 AMERICORPS GRANT TERMS AND CONDITIONS

For your convenience, we have identified changes from last year's AmeriCorps State and National grant terms and conditions. The list below is general and informational in nature, not comprehensive. We reiterate the importance of reviewing all award terms and conditions, because recipients are responsible for knowing, understanding, and complying with all award terms and conditions.

1. Section IV.A. – Added the section “Member Listings/Position Descriptions in the My AmeriCorps Portal.”
2. Section IV.B. - Added the section “Pre-enrollment of selected members.”
3. Section IV.C. - Revised the language related to notification of the Trust.
4. Section IV.E. - Updated language related to reasonable accommodation. Removed the reference to the FAQ and included an email for additional information.
5. Section IV.F. - Changed the requirement to assign members to service locations from 30 days to five days.
6. Section IV.I. – Updated the language for Penalties for False Information.
7. Section V.E. – Updated the language related to performance reviews.
8. Section VI.A. – Added the requirement for CNCS approval to convert any position to a three-quarter time member.
9. Section VI.C. – Added the conditions for changing a Term of Service for an enrolled Member for a three-quarter time position.
10. Section VIII.E. – Added Professional Corps programs are excluded from childcare payments and updated the FAQ link.
11. Section IX.B. – Updated language regarding verification of eligibility and submitting documentation to CNCS.
12. Section XI.B. – Added a requirement for an evaluation plan and learning memo for evidence based intervention planning grantees.
13. Section XV – Updated the link for the e-Course and included Litmos access information.
14. Removed all references to Partnership Challenge grants.

II. DEFINITIONS

- A. **Recipient**, for the purposes of this agreement, means the direct recipient of this award. The recipient is legally accountable to CNCS for the use of award funds, or member positions, and is bound by the provisions of the award. The recipient is responsible for ensuring that subrecipients or other organizations carrying out activities under this award comply with all applicable Federal requirements, including the CNCS General Terms and Conditions, these specific terms and conditions, regulations applicable to the program, and the NCSA.

- B. **Planning Grant**, for the purposes of this agreement, is an award or subaward for the planning of a national service program. State Service Commissions may also award planning grants as part of their Formula Cost Reimbursement prime award. Planning grants do not include member positions. Planning grants are awarded for a maximum of one year, and may not exceed \$75,000 per program.
- C. **Subrecipient** refers to an organization receiving AmeriCorps award funds or member positions from a recipient of CNCS funds. See 2 CFR § 200.93.
- D. **Operating site** means the organization that manages the AmeriCorps program and places members into service locations. State subrecipients (programs) are operating sites. National recipients must identify at least one operating site to which they can assign service locations in the state where they are placing members.
- E. **Program** refers to the activities supported under the award.
- F. **Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.
- G. **Member or participant** means an individual:
1. Who has been selected by a recipient or subrecipient to serve in an approved national service position;
 2. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
 3. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the NCSA (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
 4. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to

benefit basis and is considered eligible for funds under 20 U.S.C. § 1091 (See Section IX. B.).

- H. **NCSA** means the National and Community Service Act of 1990, as amended. See 45 U.S.C. §§ 12501-12657.

III. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE PROGRAM

- A. **Identification as an AmeriCorps Program or Member.** The recipient shall identify the program as an AmeriCorps program and members as AmeriCorps members. All agreements with subrecipients, operating sites, or service locations, related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.
- B. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo. All recipient and subrecipient websites shall clearly state that they are an AmeriCorps recipient and shall prominently display the AmeriCorps logo. Recipients and subrecipients shall use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, on-line position postings or other recruitment materials, orientation materials, member curriculum materials, signs, banners, websites, social media, press releases, and publications related to their AmeriCorps program in accordance with CNCS requirements.

To publicize the relationship between the program and AmeriCorps, the recipient shall describe their program as “an AmeriCorps program.” Recipients shall provide information or training to their AmeriCorps members about how their program is part of the national AmeriCorps program and about the other national service programs of CNCS. Recipients are strongly encouraged to place signs that include the AmeriCorps name and logo at their service sites and may use the slogan “AmeriCorps Serving Here.” AmeriCorps members should state that they are AmeriCorps members during public speaking opportunities.

The recipient may not alter the AmeriCorps logo, and must obtain written permission from CNCS before using the AmeriCorps name or logo on materials that will be sold, or permitting donors to use the AmeriCorps name or logo in promotional materials. The recipient may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute, regulation, or CNCS General Terms and Conditions, and these specific award terms and conditions.

IV. MEMBER RECRUITMENT, SELECTION, AND EXIT

Member recruitment and selection requirements are in CNCS's regulations at 45 CFR §§ 2522.210 and Part 2540, subpart B. In addition, the recipient must ensure that the following procedures are followed:

- A. **Member Listings/Position Descriptions in the My AmeriCorps Portal.** Programs must list their member listings/position descriptions by creating Service Opportunity Listings in the My AmeriCorps Portal.
- B. **Pre-enrollment of selected members.** Programs must enter applicants into the Portal *prior* to their first day of service and in sufficient time to ensure that the future member is citizenship eligible. Program staff must also certify that the future member's required NSOPW/NSOPR has been run, reviewed, and approved as well as the State and/or FBI criminal history checks initiated. Members will not be permitted to enroll in the National Service Trust prior to those steps occurring.
- C. **Notice to CNCS's National Service Trust.** The recipient must notify CNCS's National Service Trust, via the My AmeriCorps Portal, within 30 days of a member's completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must complete their own enrollment and exit forms on-line in the My AmeriCorps Member Portal.

The recipient also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within the required time frames may result in sanctions to the recipient, up to and including, suspension or termination of the award. Recipients or subrecipients meet notification requirements by using the appropriate electronic system to inform CNCS of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office **(800) 942-2677**.

- D. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Recipients may also include an informed consent form of their own design as part of the member service agreement materials.
- E. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the recipient must provide reasonable

accommodation for 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 reasonable accommodation. As such, inquiries about the need for reasonable accommodation should take place after a member has been offered an AmeriCorps position. Please email Accommodations@cns.gov for more information.

- F. **Assigning Members to Service Locations.** The recipient is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps portal for all members within five days of members' starting a term of service. The recipient is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select as the member's primary assignment the one where the member serves a majority of his or her hours. However, all service locations must be listed in the portal.
- G. **Completion of Terms of Service.** The recipient must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within 30 days of the end of their term of service. If this award expires or is not renewed, a member who was scheduled to continue in a term of service may either be placed in another program, where feasible, or if the member has completed at least 15% of the service hour requirement, the member may receive a pro-rated education award.
- H. **Member Exit.** In order for a member to receive an education award from the National Service Trust, the recipient must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The recipient (and any individual or entity acting on behalf of the recipient) is responsible for the accuracy of the information certified on the end-of-term certification.
- I. ***Penalties for false information:*** Any recipient who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil sanctions. Any individual involved making a materially false statement may be subject to criminal sanctions.

V. SUPERVISION AND SUPPORT

- A. **Planning for the Term of Service.** The recipient must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The recipient is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or exceeding the limitations on allowable fundraising activity (see 45 CFR §§ 2520.40-.45). The recipient must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to CNCS upon request. The recipient must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the recipient must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.
- B. **Member Service Agreements.** The recipient must require that each member sign a member service agreement that includes, at a minimum, the following:
1. Member position description;
 2. The minimum number of service hours (as required by statute) and other requirements (as developed by the recipient) necessary to successfully complete the term of service and to be eligible for the education award;
 3. The amount of the education award being offered for successful completion of the terms of service in which the individual is enrolling;
 4. Standards of conduct, as developed by the recipient or sub recipient;
 5. The list of prohibited activities, including those specified in the regulations at 45 CFR § 2520.65 (see paragraph C, below);
 6. The text of [45 CFR §§ 2540.100\(e\)-\(f\)](#), which relates to Nonduplication and Nondisplacement;
 7. The text of [45 CFR §§ 2520.40-.45](#), which relates to fundraising by members;
 8. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);
 9. Civil rights requirements, complaint procedures, and rights of beneficiaries;
 10. Suspension and termination rules;

11. The specific circumstances under which a member may be released for cause;
12. Grievance procedures; and
13. Other requirements established by the recipient.

The recipient should ensure that the service agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities.

C. **Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or CNCS, staff and members may not engage in the following activities (see 45 CFR § 2520.65):

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless CNCS

- assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
 10. Providing abortion services or referrals for receipt of such services; and
 11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

- D. **Supervision.** The recipient must provide members with adequate supervision by qualified supervisors consistent with the award. The recipient must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by CNCS. The recipient must ensure that it does not exceed the limitation on member service hours spent in education and training set forth in 45 CFR § 2520.50.
- E. **Performance Reviews.** The recipient must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for Full-Time members and an end-of-term written evaluation for Three-Quarter Time and less than Half-time members. The end-of-term evaluation should address, at a minimum, the following factors:
 1. Whether the member has completed the required number of hours;
 2. Whether the member has satisfactorily completed assignments; and
 3. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.
- F. **Timekeeping.** The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. The recipient must have a timekeeping system that is compliant with 2 CFR § 200.430.

If a Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum

required hours, excluding sick and vacation days, it must get advance written approval from CNCS. If a State Commission Formula funded Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from the State Commission.

- G. **Member Death or Injury.** The recipient must immediately report any member deaths or serious injuries to the designated CNCS Program Officer.

VI. CHANGES IN MEMBER POSITIONS

- A. **Changes that Require CNCS Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a recipient or subrecipient, or changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval from CNCS's Office of Grants Management as well as written approval and concurrence from the State Commission or Direct (including National Direct, State Direct, Tribal, Territory Direct, or Education Award Only (EAP)) recipient:
1. A change in the number of member service year (MSY) positions in the award;
 2. A change in the funding level of the award; and/or
 3. A conversion of any position(s) to a three-quarter time member, regardless of whether it changes the number of member service year (MSY) positions in the award.
- B. **Changing Types of Unfilled member positions.** Recipients or subrecipients may change the type of member positions awarded to their program if:
1. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and
 2. The change does not result in an increase in the value of the education award; and,
 3. If the award is a Full-cost Fixed Amount or Professional Corps Fixed Amount award, the member position will be filled by a member serving in a full-time capacity.

Changes in types of member positions may be made by the recipient directly in the My AmeriCorps Portal.

- C. **Changing a Term of Service for an enrolled Member.** Changes in terms of service for enrolled members may not result in an increased number of MSYs for the program. With the exception of Education Award only awards, recipients with Fixed Amount awards may not convert members to less-than-full-time member positions. All changes to types of member positions are subject to availability of funds in the Trust.
1. **Full-time.** State Commissions and National Direct Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. CNCS-provided or funded health care or childcare costs are not available for less than full-time members. Recipients and subrecipients may not transfer currently enrolled full-time members to a less than full-time status simply to provide the member a less than full-time education award.
 2. **Three-quarter time.** State Commissions and National Direct Organizations may not authorize or approve changes of currently enrolled three-quarter time or unfilled three-quarter time members. Any conversion to a reduced full-time member slot must be approved by the CNCS PO and GO.
 3. **Less than Full-time.** CNCS discourages changing less than fulltime members to full-time because it is very difficult to manage, unless done very early in the member's term of service. State Commissions and Direct recipients (including National Direct, State Direct, Tribal, Territory Direct, and Education Award Only recipients) may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.
 4. **Refilling Member Positions.** With the exception of recipients whose awards have special award conditions under 2 CFR §§ 200.207 or 200.338, AmeriCorps State and National programs that have fully enrolled their awarded member positions are allowed to replace any member who terminates service before completing 30 percent of his/her term *provided that the member who is terminated is not eligible for and does not receive a pro-rated education award.* Programs may not refill the same member position more than once.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, CNCS will suspend refilling if either:

- a. Total AmeriCorps enrollment reaches 97 percent of awarded member positions; or
 - b. The number of refills reaches five percent of awarded member positions.
5. Direct recipients may transfer refill member positions between operating sites as long as they can ensure and document that the same member position is not refilled more than once. Recipients and subrecipients will require the assistance of a CNCS Program Officer in order to transfer refill member positions between operating sites. Refilled member positions may not be combined with unfilled member positions.

- D. **Formula and State Competitive Award Member Position Transfers.** State commissions are allowed to transfer member positions among their state formula and competitive subrecipients within a given prime grant in order to maximize enrollment and cost effectiveness without prior approval. State commissions may not transfer member positions between competitive and formula subrecipients, or vice-versa. State commissions may not transfer funds among their competitive subrecipients.
- E. **Notice to Childcare and Healthcare Providers.** Recipients and subrecipients must immediately notify CNCS's designated agents, in writing, when a Member's status changes in a manner that affects their eligibility for childcare or healthcare. See Section VIII.D.

VII. RELEASE FROM PARTICIPATION

Recipients may release members from participation for two reasons: (a) for compelling personal circumstances; and (b) for cause. See 45 CFR § 2522.230 for requirements. Whether the reason for the release amounts to circumstances beyond the member's control is determined by the recipient, consistent with the criteria listed in 45 CFR § 2522.230(a). Failure to follow the requirements set forth in regulation (e.g., releasing an individual for a non-compelling personal circumstance, such as when the individual is leaving to go to school) is considered non-compliance with award requirements and may result in disallowed costs and other remedies for non-compliance. The recipient should retain the documentation supporting its determination to release an individual for compelling personal circumstances. In addition to the regulations, the following applies:

No Automatic Disqualification if Released for Cause: A release for cause covers all circumstances in which a member does not successfully complete his/her term of service for reasons other than compelling personal circumstances. Therefore, it is possible for a member to receive a satisfactory performance review and be released for cause. For example, a member who is released for cause from a first term—e.g. the individual has decided to take a job offer—but who otherwise performed well—would, not be disqualified from enrolling for a subsequent term as long as the individual received a satisfactory performance evaluation for the first period of service.

VIII. LIVING ALLOWANCES, OTHER IN-SERVICE BENEFITS, AND TAXES

Requirements related to member living allowances and benefits are in 45 CFR §§ 2522.240 and 2522.250. In addition, recipients must ensure that the following procedures are followed:

- A. **Living Allowance Distribution.** A living allowance is not a wage. Recipients must not pay a living allowance on an hourly basis. Recipients should pay the living allowance in regular increments, such as weekly or bi-weekly, paying an increased increment only on the basis of increased living expenses such as food, housing, or transportation. Payments should not fluctuate based on the number of hours served in a particular time period, and must cease when the member's service ceases.

If a member serves all required hours and is permitted to conclude his or her term of service before the originally agreed upon end of term, the recipient may not provide a lump sum payment to the member. Similarly, if a member is selected after the program's start date, the recipient must provide regular living allowance payments from the member's start date and may not increase the member's living allowance incremental payment or provide a lump sum to make up any missed payments.

Education Award Program Fixed Amount awards (EAPs) may provide a living allowance or other in-service benefits to their members, but are not required to do so. Full-cost and other Fixed Amount recipients must provide a living allowance to their members.

- B. **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if, for example, he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at

any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

C. **Taxes and Insurance.**

1. **Liability Insurance Coverage.** The recipient is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
2. **FICA (Social Security and Medicare taxes).** Unless the recipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the recipient must pay FICA for any member receiving a living allowance. The recipient also must withhold 7.65% from the member's living allowance.
3. **Income Taxes.** The recipient must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The recipient must comply with any applicable state or local tax requirements.
4. **Worker's Compensation.** Some states require worker's compensation for AmeriCorps members. Recipients must check with State Departments of Labor or state commissions to determine worker's compensation requirements. If worker's compensation is not required, recipients must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.

- D. **Healthcare Coverage.** Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the recipient must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins his/her term of service. The recipient must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. CNCS will not cover healthcare costs for dependent coverage.

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for healthcare benefits. Programs may provide health insurance to less-than-

full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps Education Award.

Any of the following health insurance options will satisfy the requirement for health insurance for full-time AmeriCorps members (or less than fulltime members serving in a full-time capacity): staying on parents' or spouse plan; insurance obtained through the Federal Health Insurance Marketplace of at least the Bronze level plan; insurance obtained through private insurance broker; Medicaid, Medicare or military benefits. AmeriCorps programs purchasing their own health insurance for members must ensure plans are minimum essential coverage (MEC) and meet the requirements of the Affordable Care Act.

On Friday May 2, 2014 the U.S. Department of Health and Human Services (HHS) announced a Special Enrollment Period (SEP) for members in AmeriCorps State and National programs, who are not provided health insurance options or who are provided short-term limited duration coverage or self-funded coverage not considered MEC. Members in the AmeriCorps State and National programs and their dependents in the Federally-facilitated Marketplace (FFM) are eligible to enroll in Marketplace coverage when they experience the following triggering events:

- On the date they begin their service terms; and
- On the date they lose any coverage offered through their program after their service term ends. (Source: 45 CFR § 155.420(d)(9)).

Members have 60 days from the triggering event to select a plan. Coverage effective date is prospective based on the date of plan selection. A copy of the HHS Notice, which provides instructions on how to activate the special enrollment period, is available at <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/SEP-and-hardship-FAQ-5-1-2014.pdf>. Members can also visit healthcare.gov for additional information about special enrollment periods: <https://www.healthcare.gov/coverage-outside-openenrollment/special-enrollment-period/>.

If coverage is being provided via the Healthcare Marketplace, and thus third party payment is not an option, programs must develop a process to reimburse members for monthly premiums. Reimbursements for health insurance premiums are considered taxable income for the member, and programs must have a way to document such reimbursements.

- E. **Administration of Childcare Payments.** In general, CNCS will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, 45 CFR § 2522.250. CNCS will not cover childcare costs for members who served on a less than full-time basis for a sustained period of time, or who have ceased serving or who are serving in a Professional Corps program. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Recipients that choose to provide childcare and will claim the costs of childcare as matching costs, as approved in their budget, may contact the childcare contractor for technical assistance. The criteria for member eligibility are contained in 45 CFR § 2522.250. Also see the FAQs, (<http://www.nationalservice.gov/sites/default/files/upload/policy%20FAQs%207.31.14%20final%20working%20hyperlink.pdf>) for more detailed information on administering childcare and healthcare benefits.
- F. **Notice to Childcare Benefit Administrator and Providers.** The program must notify CNCS's designated agents in writing within five business days after a member's status changes in a manner that affects the member's eligibility for childcare. After five days, the recipient will be liable for any erroneous payments made to a childcare provider for an AmeriCorps member ineligible to receive AmeriCorps childcare benefits. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis, terminating or releasing a member from service, suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member and/or any other change in the member's service status that could have an impact on childcare benefit eligibility. Program directors should contact the childcare provider on childcare related changes.

IX. MEMBER RECORDS AND CONFIDENTIALITY

- A. **Recordkeeping.** The recipient must maintain records, including the position description, sufficient to establish that each member was eligible to participate and that the member successfully completed all program requirements. A program may store member files electronically and use electronic signatures if the program can ensure the validity and integrity of the record and signature is maintained.

The program's electronic storage procedures and system must provide for the safe-keeping and security of the records, including:

1. Sufficient prevention of unauthorized alterations or erasures of records;
2. Effective security measures to ensure that only authorized persons have access to records;
3. Adequate measures designed to prevent physical damage to records; and
4. A system providing for back-up and recovery of records; and

The electronic storage procedures and system provide for the easy retrieval of records in a timely fashion, including:

1. Storage of the records in a physically accessible location;
2. Clear and accurate labeling of all records; and 3. Storage of the records in a usable, readable format.

- B. Verification of Eligibility.** Unless an individual's social security number and citizenship are verified through the My AmeriCorps Portal, the recipient must obtain and maintain documentation as required by 45 CFR § 2522.200(c). Programs that receive notice where one of their members was not verified – either the member's social security number or their citizenship was not verified – should provide the requested documentation to CNCS prior to enrolling the member in the program.

Enrolling in the My AmeriCorps portal requires members to certify their high school status. Such certification fulfills the recipient's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the recipient must retain a copy of the supporting evaluation.

- C. Confidential Member Information.** The recipient must maintain the confidentiality of information regarding individual members. The recipient must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Recipients may release aggregate and other non-identifying information, and are required to release member information to CNCS and its designated contractors. The recipient must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this award.

- D. **National Service Criminal History Check.** The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at [45 CFR §§ 2540.200 - .207](#). *See also* the final rule and the CNCS website for more information. You must retain a record of the NSOPW search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks, inclusive of the date record for when the search was performed. Inability to demonstrate that you conducted an NSOPW or the required criminal history check, as specified in the regulations, may result in sanctions, including disallowance of all or part of the costs associated with the non-compliance or other remedies that may be legally available (see 2 CFR § 200.338).

X. BUDGET AND PROGRAMMATIC CHANGES

- A. **Programmatic Changes.** The recipient must first obtain the prior written approval of the AmeriCorps Program Office before making any of the following changes (1-3):

1. Changes in the scope, objectives or goals of the program, whether or not they involve budgetary changes;
2. Substantial changes in the level of member supervision;
3. Entering into additional sub awards or contracts for AmeriCorps activities funded by the award, but not identified or included in the approved application and award budget.

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

- B. **Program Changes for Formula Programs.** State Commissions are responsible for approving the above changes for state formula programs.

- C. **Budgetary Changes.** The recipient must obtain the prior written approval of CNCS's Office of Grants Management before deviating from the approved budget in any of the following ways:
1. Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal awards at 2 CFR Parts 200 and 2205. Certain cost items in 2 CFR Parts 200 and 2205 require approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.
 2. Purchases of Equipment over \$5,000 using award funds, unless specified in the approved application and budget.
 3. Unless the CNCS share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by CNCS. The total budget includes both the CNCS and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.
- D. **Approvals of Programmatic and Budget Changes.** CNCS's Grants Officers are the only officials who have the authority to alter or change the terms and conditions or requirements of the award. The Grants Officers will execute written amendments, and recipients should not assume approvals have been granted unless documentation from the Grants Office has been received. Programmatic changes also require final approval of CNCS's Office of Grants Management after written recommendation for approval is received from the Program Office.
- E. **Exceptions for Fixed Amount Awards.** Recipients with Fixed Amount awards are not subject to the requirements in Section C., Budgetary Changes, above.

XI. REPORTING REQUIREMENTS

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

- A. **Recipient Progress Reports.** The recipient shall complete and submit progress reports in eGrants to report on progress toward achievement of its approved performance targets.

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of award through March 31
October 31	Start of award year through end of award year or September 30, whichever is earlier

- B. **Evidence Based Intervention Planning Grantees Evaluation Plan and Learning Memo.** An evidence based intervention planning grant recipient must submit a draft evaluation plan and a learning memo 60 days before the end of the grant period. CNCS will work with the recipient to ensure that the draft evaluation plan shall include:
1. a description of the theory of change, or why the proposed intervention is expected to produce the proposed results;
 2. clear and measurable outcomes that are aligned with the theory of change and will be assessed during the evaluation;
 3. concrete evaluation questions (or hypotheses) that are clearly connected to the outcomes; and
 4. a proposed research design for the evaluation (to include proposed data collection methods, instruments, and analysis plans), and timeline, for the evaluation.

The learning memo should include a statement if the evidence based intervention planning grant recipient plans to apply for an implementation grant, and reasons underlying the recipient's decision to apply or not apply for the implementation grant.

- C. **Financial Reports.** The recipient shall complete and submit financial reports in eGrants (Financial Status Reports on menu tree) to report the status of all funds. The recipient must submit timely cumulative financial reports in accordance with CNCS guidelines according to the following schedule:

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of award through March 31
October 31	April 1 – September 30

A recipient must set submission deadlines for its respective subrecipients that ensure the timely submission of recipient reports.

Cost reimbursement Professional Corps recipients submit one financial report per year.

All recipients, including Fixed Amount recipients, must submit the Federal Financial Report (FFR) - Cash Transactions Report on a quarterly basis to the Department of Health and Human Services Payment Management System per the Electronic Funds Transfer Agreement.

- D. **Reporting Other Federal Funds.** The recipient shall report the amount and sources of federal funds, other than those provided by CNCS, claimed as matching funds. This includes other federal funds expended by subrecipients and operating sites and claimed as match. This information shall be reported annually on the financial report due October 31st or at the time the final financial report is submitted if the final report is due prior to October 31st. Fixed Amount recipients are not required to report this information.
- E. **Requests for Extensions.** Each recipient must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when 1) the report cannot be furnished in a timely manner for reasons, in the determination of CNCS, 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 Office of Grants Management, and extensions of deadlines for progress reports may only be granted by the AmeriCorps Program Office.
- F. **Final Financial Reports.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. This final report is due no later than 90 days after the end of the project period.
- G. **Final Progress Reports.** A recipient must submit, in addition to the last semi-annual project report, a final project report. This final report is due no later than 90 days after the end of the project period.
- H. **Financial Reports for Fixed Amount Awards.** Fixed Amount recipients are not required to submit financial reports to CNCS, including the final financial report.

XII. AWARD PERIOD AND INCREMENTAL FUNDING

For the purpose of the award, a project period is the complete length of time the recipient is proposed to be funded to complete approved activities under the award. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a recipient's approved activities and budget.

Unless otherwise specified, the award covers a three-year project period. In approving a multi-year project period, CNCS generally makes an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a recipient's demonstrated capacity to manage an award and comply

with award requirements, and the availability of Congressional appropriations. CNCS reserves the right to adjust the amount of an award, or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

A planning grant covers a one-year project period.

XIII. PROGRAM INCOME

- A. **General.** Income, including fees for service earned as a direct result of the award-funded program activities during the award period, must be retained by the recipient and used to finance the award'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 Part 200 and be deducted from total claimed costs. 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 award, the recipient may not enter into a contract for or accept fees for service performed by members when:
 - 1. The service benefits a for-profit entity,
 - 2. The service falls within the other prohibited activities set forth in these award provisions, or
 - 3. The service violates the provisions of 42 U.S.C. § 12637 – Nonduplication and Nondisplacement.
- D. **Full-Cost and Professional Corps Fixed Amount Awards.** The recipient must notify its Grants Officer if it earns program income in excess of the amounts needed to cover all expenditures under the award. The Grants Officer will determine the disposition of the excess program income.

XIV. SAFETY

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members. Members may not participate in projects that pose undue safety risks.

XV. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING

All recipients and subrecipients **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/home/course/325500?r=False&ts=636589730256389711>. Please use the link <http://cncsonlinecourses.litmos.com/self-signup/> and token code CNCS-Litmos to set up your Litmos account. Each grant recipient and subrecipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the recipient or subrecipient. The grant recipient and subrecipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients and subrecipients should save certificates of completion from each year as grant records.

XVI. FIXED AMOUNT AWARDS

Fixed Amount awards are not subject to the cost principles in 2 CFR, Part 200, Subpart E. Fixed Amount awards must comply with the remaining provisions of 2 CFR Part 200, including Subpart F relating to audit requirements. Fixed Amount awards include Education Award program (EAP) Fixed Amount awards, Professional Corps Fixed Amount awards, and Full-Cost Fixed Amount awards.

For Education Award programs (EAP), the fixed federal assistance amount of the award is based on the approved and awarded number of full-time members specified in the award. For full-cost and Professional Corps Fixed Amount awards, the fixed federal assistance amount of the award is based on the approved and awarded numbers of full-time members and the members' completion of their terms of service.

For EAPs, the final amount of award funds that the recipient may retain is dependent upon the recipient's notifying CNCS's National Service Trust of the members that it has enrolled. All EAP members must carry out activities to achieve the specific project objectives as approved by CNCS. At closeout, CNCS will calculate the final amount of the award based on Trust documentation. CNCS will recover any amounts drawn down by the recipient in excess of the final award amount allowed based on member selection documentation in the My AmeriCorps Portal.

For all other Fixed Amount awards, the recipient may draw funds from the HHS Payment Management System based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served.

Full-cost and Professional Corps programs may draw up to 20% of the funds within the first two months to cover start-up costs (recruitment and application, training, criminal history checks, etc.); however, total funds drawn should be based on the number of members on board at the time and the percentage of hours completed. Bi-annually, in some cases quarterly, and at closeout, CNCS will calculate the final amount of the award for the year or entire project period (at closeout) based on the number of successfully completed terms of service (as certified by the program) as well as the hours served that were not certified as successfully completed.

XVII. 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, your CNCS Program Officer, and CNCS' Office of Inspector General.

**2018 GENERAL GRANT AND COOPERATIVE AGREEMENT
TERMS AND CONDITIONS**
Effective November 1, 2017

These Corporation for National & Community Service (CNCS) General Grant and Cooperative Agreement Terms and Conditions (General Terms and Conditions) are binding on the recipient. By accepting funds under this award, the recipient agrees to comply with, and include in all awards and 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 2017 GENERAL TERMS AND CONDITIONS

Section III.A.3. – Added cross reference language to Section III.H.

Section III.F. – Added the requirement that grant subrecipients receive annual NSCHC compliance training and documentation must be kept for all years of completion.

Section III.K.3. – Added the CFR citation.

Section IV. – Included 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 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
- 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 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
 - 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.

In addition, you must ensure that appropriate recipient staff, including grant subrecipients, receives annual training on NSCHC compliance, as specified by CNCS. This training must be documented with the course's certificate of completion, for all years of completion.

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 (IPERA) 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 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. Under this pilot program, 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.cncsoig.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. 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. Is determined you have violated a prohibition in paragraph (a.) of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated 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 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).

Q. 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 866-705-5711) 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.

R. 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.fsrs.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, 2010, the obligation must be reported by no later than December 31, 2010.)
- c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.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.

S. 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.

T. 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.

IV. ATTACHMENT

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

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

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

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

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does

not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through [www .nationalservice.gov](http://www.nationalservice.gov).

3/1/2017
Date

Kim Mansaray, Acting Chief Executive Officer



Massachusetts Service Alliance
2018-2019 AmeriCorps Terms and Conditions
Addendum Items



The Corporation for National and Community Service may from time to time issue further guidance, clarifications, or modified provisions in order to implement the requirements of the Serve America Act and/or instructions issued by the Office of Management and Budget. As a result, it may be necessary for the Massachusetts Service Alliance (MSA) to modify this addendum in order to comply with such requirements. Grantees agree that any such supplementary guidance, clarifications, or provisions, shall become terms and conditions of this award.

All applicable Terms and Conditions of the Cooperative Agreement shall flow down to the grantee AmeriCorps Programs and other awards as applicable.

ADDENDUM #1

Page 3, Section III, Affiliation with the AmeriCorps National Service Program, subsection B.

The MSA Name and Logo

- i. Acknowledgement format.** Grantees are to acknowledge the Massachusetts Service Alliance in all promotional materials that pertain to the funded program. This includes, but is not limited to, special event invitations and speaking programs, newsletters, web sites, videos, social media sites, blogs, media interviews and events, press releases and advertisements. Other examples include:
 - Service gear
 - Fundraising solicitations
 - Press releases
 - Signs
 - Stationary
 - Orientation materials

- ii. Proper acknowledgement means (use either a or b):**
 - a. Using the following credit line to recognize the Massachusetts Service Alliance: “<Name of Program>” is supported in part by the Massachusetts Service Alliance.”
 - b. Using MSA logos to recognize the Massachusetts Service Alliance and its relationship to your program.

- iii. Documenting your program.** As part of its mission to generate an ethic of service across the Commonwealth, MSA is interested in electronic copies of photographs, printed articles, newsletters, news clippings, and other promotional materials that your program generates. Photos should illustrate Corps members engaged in service and must be accompanied by a release form signed by the photo subject, or if the photo subject is a minor, by the parent or guardian of the photo subject. This information may be used in the MSA newsletter, web site, or other promotional materials.

- iv. Engaging MSA in special events.** Grantees should send information about upcoming events and celebrations to their Program Officer well in advance of the event date.

- v. Program Directors’ Meetings.** MSA feels that it is crucial for program success to attend these events/meetings. Failure to participate may negatively impact future funding recommendations.
 - a. **New Program Director Orientation** – July 18, 2018
 - b. **Program Director Kickoff** – July 31 and August 1, 2018
 - c. **AmeriCorps Opening Day Activities** – November 2, 2018
 - d. **Program Director Meetings** – There will be 4 Program Director meetings during the 2018-2019 program year; exact dates and locations TBA
 - e. **Program Director Conference Calls** – as needed

ADDENDUM #2

Page 6, Section V, Supervision and Support, subsection B, Member Service Agreements

Member Service Agreements must also include:

- Member's weekly schedule
- Required minimum of service hours and the exact end date of service
- Name and contact information of site supervisor and placement site
- Nondiscrimination clause
- Photo release
- Notice that the member has the right to file a grievance with MSA and that the program will notify MSA of any grievance procedure initiated against the program directly by an AmeriCorps member
- In the event that a member wishes to contact MSA directly, programs must also include contact information for the MSA Director of Programs in the member contract

ADDENDUM #3

Page 9, Section V, Supervision and Support, subsection F, Timekeeping

Programs may not release stipend payments to members for a period in which they have not received a member's timesheet accounting for all service hours completed within that time period, complete with member and supervisor signature.

ADDENDUM #4

Page 12, Section VIII, Living Allowances, Other In-service Benefits and Taxes, subsection A

The grantee must ensure that members receive the following benefits:

Living allowances. Unless otherwise agreed upon, a grantee must provide a living allowance to full-time members in accordance with the following:

- i. Full-time requirements.** The established range for a full-time living allowance is between \$13,732 and \$27,464.
- ii. Part-time requirements.** Programs are not required to pay part-time members living allowances. If a program chooses to pay part-time members, it must pro-rate the full-time living allowance based on the part-time member's service.
- iii. Other Requirements.** Programs may not provide a living allowance benefit above \$27,464 for full-time members unless permitted under 42 U.S.C. paragraph 12594(c), or pro-rated based on number of hours for part-time. Programs in existence prior to September 21, 1993 may offer a lower living allowance than the minimum (\$13,732 for full-time members, or pro-rated for part-time).

Programs opting to deduct fines from members' living allowances must have MSA pre-approval, and then:

- Notify MSA Program Officer in writing.
- Submit copy of fining policy for review and approval by the Corporation for National and Community Service.
- Include policy in Contract signed by member.

ADDENDUM #5

Page 13, Section VIII, Living Allowances, Other In-service Benefits and Taxes, subsection C, Unemployment Insurance

Note: As per the Massachusetts Division of Career Services, Massachusetts AmeriCorps programs do **not** have to provide unemployment coverage for members and therefore this is not an allowable cost.

ADDENDUM #6

Page 13, Section VIII, Living Allowances, Other In-service Benefits and Taxes, subsection C, Worker's Compensation

Note: Massachusetts AmeriCorps programs **are** required to provide Worker's Compensation for AmeriCorps members.

ADDENDUM #7

Matching Requirements

- i. Matching obligation.** The grantee must provide and account for the matching funds as agreed upon in the approved application and budget. Specific matching requirements depend upon the number of years a program has received funding. See chart below. Please note the amounts below are the statutorily required matching levels. If a grantee has an approved budget with a higher matching percentage, the grantee must meet the matching percentage in their approved budget.

Program specific matching requirements for the 2018-2019 year can be found on page 1 of the contract.

- ii. Progress towards fulfilling match.** Adequate progress towards meeting the proposed grantee match percentage is expected to be maintained throughout the year. Grantee match will be monitored on an ongoing basis by MSA staff. If grantee match hasn't been met at the end of the year, MSA retains the right to withhold the unmet matching percentage from the grantees final payment(s) in order to bring the program into balance.

	Year 1-3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
Minimum Overall Share	24%	26%	30%	34%	38%	42%	46%	50%
Minimum Overall Share (Alternative)	N/A	N/A	N/A	N/A	29%	31%	33%	35%

ADDENDUM #8

Pages 17-18, Section X, Budget and Programmatic Changes

Programmatic changes. The grantee must obtain the prior written approval of the Massachusetts Service Alliance before making the following changes in the approved program:

- i.** Changes in the scope, objectives, or goals of the program, whether or not they involve budgetary changes.
- ii.** Changes in slot configuration or slot conversions. All slot conversions require filling out a slot conversion form for approval by MSA.
- iii.** Substantial changes in the level of participant supervision.
- iv.** Entering into sub-grants or contracting out any AmeriCorps Program activities funded by the grant and not specifically identified in the approved application and grant.
- v.** Depending on the nature of the request, MSA may need to receive the approval of the Corporation before granting final approval of any changes.

Budgetary Changes. The grantee must obtain the prior written approval of the Massachusetts Service Alliance before deviating from the approved budget in any of the following ways:

- i. Specific costs requiring prior approval before incurrence** under OMB Circulars A-21, A-87 or A-122. 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.
- ii. Purchases of equipment having a useful life of one year and a cost of \$5,000** using grant funds, unless specified in the approved application and budget.
- iii. Budgetary transfers to absorb administrative costs** above the amount specified in the approved budget, if below the 5% maximum limit.
- iv.** Depending on the nature of the request, the MSA may need to receive the approval of the Corporation before granting final approval of any changes.

ADDENDUM #9

Pages 18-19, Section XI, Reporting Requirements

Financial Status and Progress Reports. Grantees are required to submit quarterly Financial Status Reports and two Progress Reports to the Massachusetts Service Alliance. Programs must submit these reports by the dates listed below.

- i. Financial Status Reports (FSR 269a).** AmeriCorps State programs must submit a Financial Status Report (FSR 269a) 15 days after the close of each calendar quarter to MSA.

October 1 through December 31	FSR due January 15
January 1 through March 31	FSR due April 15
April 1 through June 30	FSR due July 15
July 1 through September 30	FSR due October 15

If the FSR due date falls on a holiday or weekend day, the FSR will be due on the next business day.

- ii. Progress Reports.** Programs must submit two progress reports, one mid-year and one that covers the mid to the end of program to the MSA. The mid-year report will be due April 15, 2019 and will cover progress made from the program's start date to March 31, 2019. The final report will be due October 15, 2019 and will cover all information from the program's start date to the program's end date. Guidance on topics and formats will be provided by MSA prior to the reporting deadline.
- iii. Estimated unexpended Funds.** All programs must report estimated unexpended funds annually. This report is due to MSA on April 15. Programs should be conservative as any reported estimated unexpended funds will be reallocated and no more available for use by programs.
- iv. Other Federal Funds Used as Match.** Programs must report if they used any other federal funds to match their AmeriCorps grant twice a year. These reports will be due April 15, 2019 and October 15, 2019.
- v. Final Financial Status Reports.** Grantees completing their third-year funding cycle must submit, in lieu of the last quarterly FSR, a final FSR that is cumulative over the entire grant period. This information will be provided to the grantee shortly after the final reimbursement is made to the grantee and is due within 30 days of receipt. In some cases, for grantees with later end dates, the timeline to respond may be shorter.

ADDENDUM #10

- i. Timeliness.** Grantees must respond to all programmatic and financial reporting requests correctly and on time. The ability to respond to all program and financial reporting requests correctly and on time, as requested by MSA, will affect the grantee's future funding. Failure to submit reports in a timely fashion may result in a suspension of the grant.
- ii. Enrollment and retention.** MSA and CNCS expect 100% enrollment and retention. Grantees enrolling and retaining less than 85% of members in relation to slots granted should be aware that this could negatively affect future chances of funding. This will be reviewed on a case-by-case basis.
- iii. Member Hours Reports.** A report with all member hours served to date must be submitted with each reimbursement request.
- iv. Criminal History Checks.** Program are required to track the criminal history check (CHC) status of AmeriCorps members and covered staff using the provided MSA CHC tracking spreadsheet. MSA strongly encourages programs to self-report any noncompliance by submitting the complete tracking spreadsheet within 30 days of program start and again by January 31st. After that point, any noncompliance may not be considered self-reported.

ADDENDUM #11

- i. Payment.** Grantees must submit requests for payments 30 days after the submission of FSRs using approved request forms with a copy of the FSR and final PER for that period.

Request for payment for expenditures through June 30, 2019, must be submitted with the FSR on July 15, 2019.

- ii. **Reimbursements.** Grantees must submit requests for reimbursements by the 15th and 30th of each month. Accurate reimbursement requests received by the 15th will be processed and payments will be submitted to the grantee on the 30th. Accurate reimbursement requests received by the 30th will be processed and payments will be submitted to the on the 15th. Inaccurate reimbursement requests will be sent back to the grantee for revision. The revised request may then be re-submitted to the next reimbursement request cycle. All requests must include a Periodic Expense Report, a General Ledger, a clear reconciliation report, a narrative to explain the accounting system and an up-to-date copy of the background check and member hours tracking document.
- iii. **Budget reduction due to unfilled slots.** MSA retains the right to transfer unfilled slots from a program to another program to more fully utilize awarded funds/slots.

ADDENDUM #12

Monitoring Visits

MSA will visit every funded program at least once in the three-year grant cycle. At a minimum, newly funded programs will receive a site visit in the first year of the three-year grant cycle. During site visits, MSA will review and evaluate records, accomplishments, organizational procedures and financial control systems, conduct interviews with program directors, other staff, AmeriCorps members (without program staff present), community partners, and, when possible, service recipients; and provide technical assistance as necessary.

Fiscal compliance review may occur at the same time as programmatic site visits or may take place during a separately scheduled visit. Areas for fiscal review may include general management, financial and operational areas, and compliance with the AmeriCorps grant requirements and any audit issues.

ADDENDUM #13

Program Systems & Binder

Grantees required to submit an operational systems and program binder for review will be notified by an MSA Program Officer by August 2018. Any issues identified through the review will need to be addressed within 30 days of notification.

ADDENDUM #14

Submission of Audit

Grantees must annually submit the organization's most recent audit. This must be submitted when the mid-year progress report is submitted on April 15th of each year.

ADDENDUM #15

Suspension or Termination of a Grant

- i. **Suspension of the grant.** The Massachusetts Service Alliance may suspend a Grant and review the situation in 30 calendar days. Examples of such situations may include, but are not limited to:
 - a. Serious risk to persons or property;
 - b. Violations of Federal, State, or local criminal statutes;
 - c. Materials violation(s) of the Grant or contract that are sufficiently serious that they outweigh the general policy in favor of advance notice and opportunity to show cause; and
 - d. Delinquent information or reports.
- ii. **Termination of the grant.** The Massachusetts Service Alliance may terminate payments under the Grant, revoke or recover Grant funds for failure to comply with applicable provisions of this Grant.

August 2, 2018 12:51 PM

AmeriCorps Cape Cod Program Barnstable County

Application ID: 18AC201618

Budget Dates:

	Total Amt	CNCS Share	Grantee Share
Section I. Program Operating Costs			
A. Personnel Expenses	170,814	107,500	63,314
B. Personnel Fringe Benefits	91,074	62,879	28,195
C. Travel			
Staff Travel	3,216	0	3,216
Travel to CNCS-Sponsored Meetings	0	0	0
Member Travel	6,006	0	6,006
Total	\$9,222	\$0	\$9,222
D. Equipment			
E. Supplies	28,641	0	28,641
F. Contractual and Consultant Services			
G. Training			
Staff Training	800	0	800
Member Training	7,500	0	7,500
Total	\$8,300	\$0	\$8,300
H. Evaluation			
I. Other Program Operating Costs	178,651	0	178,651
Section I. Subtotal	\$486,702	\$170,379	\$316,323
Section I Percentage		35%	65%
Section II. Member Costs			
A. Living Allowance			
Full Time (1700 hrs)	192,000	151,000	41,000
1-Year Half Time (900 hours)	0	0	0
Reduced Half Time (675 hrs)	0	0	0
Quarter Time (450 hrs)	0	0	0
Minimum Time (300 hrs)	0	0	0
2-Year Half Time (2nd Year)	0	0	0
2-Year Half Time (1st Year)	0	0	0
Three Quarter Time (1200 hours)	0	0	0
Total	\$192,000	\$151,000	\$41,000
B. Member Support Costs			
FICA for Members	2,785	2,190	595
Worker's Compensation	7,680	6,040	1,640
Health Care	18,612	10,000	8,612
Total	\$29,077	\$18,230	\$10,847
Section II. Subtotal	\$221,077	\$169,230	\$51,847
Section II. Percentages		77%	24%
Section III. Administrative/Indirect Costs			
A. Corporation Fixed Percentage			
Corporation Fixed Amount	34,290	14,290	20,000
Commission Fixed Amount	3,573	3,573	0
Total	\$37,863	\$17,863	\$20,000
B. Federally Approved Indirect Cost Rate			
Section III. Subtotal	\$37,863	\$17,863	\$20,000
Section III Percentage		47%	53%
Section I + III. Funding Percentages		36%	64%
Budget Totals	\$745,642	\$357,472	\$388,170
Budget Total Percentage		48%	52%
Required Match		50%	
# of years Receiving CNCS Funds		10	

August 2, 2018 12:51 PM

AmeriCorps Cape Cod Program Barnstable County

Total MSYs		24.00	
Cost/MSY		\$14,895	
Budget Totals	Total Amt	CNCS Share	Grantee Share
	\$0	\$0	\$0
Budget Total Percentage		0%	0%
Required Match		50%	
# of years Receiving CNCS Funds		10	
Total MSYs		24.00	

AGENDA ITEM 8f

Authorizing the award of a contract to Simtech Solutions to administer a Homeless Management Information System (HMIS), in an amount not to exceed \$55,300.00 for a period from the execution of a contract through June 30, 2019

COUNTY OF BARNSTABLE
PURCHASING

DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

August 2, 2018

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Bid Award

Barnstable County issued a Request for Proposals for Administration of a Homeless Management Information System (HMIS). There was one response from Simtech Solutions. The review committee, which consisted of Martha Taylor, Peter Carlsen and Beth Albert rated the proposal as Highly Advantageous.

Please vote to award the contract to Simtech Solutions as the responsive, responsible bidder offering a highly advantageous proposal. The cost of the contract will be \$4,500. per month (\$54,000 annually) with additional reimbursement of travel costs to be billed at the approved County rate, not to exceed \$1300.00 from the date of contract execution to June 30, 2019. This will be paid through the HMIS grant funds. The term of the contract will be from execution of the contract to June 30, 2019, with an option to renew for one additional year, at the Commissioners' discretion.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

Elizabeth Albert, Director
balbert@barnstablecounty.org

August 1, 2018

To: Elaine Davis, Chief Procurement Officer
From: Beth Albert, Director
Re: Awarding of bid to Simtech Solutions, Inc.

A three-member committee reviewed the proposal submitted by Simtech Solutions in response to an RFP issued by Barnstable County for administration of a Homeless Management Information System (HMIS). The review committee unanimously rated Simtech's proposal as highly advantageous. Therefore, the committee recommends that the bid be awarded to Simtech Solution at an amount not to exceed \$4500 per month (\$54,000 annually) for the period from the date of contract execution to June 30, 2019. In addition, the contract should also provide for reimbursement of approved travel costs to be billed at the approved County mileage reimbursement rate not to exceed \$1300.00 for the period beginning from the date of contract execution to June 30, 2019.

Creating a Healthy Connected Cape Cod

The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.

AGENDA ITEM 8g

Authorizing the execution of the renewal of a contract with Housing Assistance Corporation to provide monitoring for Barnstable County HOME Consortium funds, for one (1) year, for a period of September 21, 2017 through September 20, 2018

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

August 2, 2018

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Contract Renewal

The County issued an Invitation for Bids for a qualified contractor to work with County staff to provide monitoring to ensure affordable housing projects developed with Barnstable county HOME consortium funds meet the requirements of HUD's HOME Investment Partnership Program in August 2016. The contract was awarded to Housing Assistance Corporation for one year with two one-year options to renew.

Please vote to renew the contract with Housing Assistance Corporation for one additional year under the same terms and conditions of the original bid. The term of the contract will be September 21, 2018 through September 20, 2019.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

September 1, 2017

MEMORANDUM

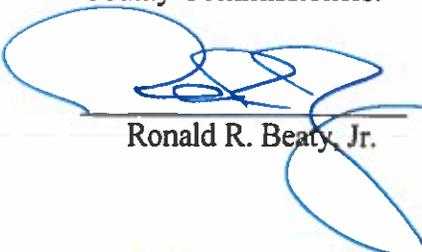
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Contract Renewal

Barnstable County issued a Request for Proposals for a firm to administer the HOME's Consortium's Down payment and Closing Cost Program in August 2016. The contract was awarded to Housing Assistance Corporation as the responsive, responsible bidder offering the most advantageous proposal.

The term of the contract was for one year from the execution of the contract with the option to renew for two additional one-year periods. Please vote to renew the contract with Housing Assistance Corporation for one additional year. The term of the renewal will be September 21, 2017 through September 20, 2018.

Thank you.

County Commissioners:



Ronald R. Beaty, Jr.



Leo G. Cakounes



Mary Pat Flynn

09/20/17

Date

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

And

Housing Assistance Corporation
460 West Main Street
Hyannis, MA 02601

THIS AGREEMENT, made this 21st day of September 2016 by and between Housing Assistance Corporation (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued a Request for Proposals for a qualified contractor to work with County staff to provide monitoring for the purpose of ensuring affordable housing projects developed with Barnstable County HOME Consortium funds meet the requirements of HUD's HOME Investment Partnership Program.

WHEREAS: The Request for Proposals was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor is the responsive, responsible bidder offering the most advantageous proposal.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals dated August 11, 2016 and the Contractor's proposal dated August 24, 2016 incorporated herein by reference as Attachment A.
3. Time of Performance. October 1, 2016 through September 30, 2017, with the option to renew for two additional one year periods. Renewal options will be exercised at the sole discretion of the County Commissioners.
4. Payment. The County shall compensate the Contractor for services provided under Scope of Services at \$1576.00 per loan. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution

without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the county hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the "Exhibit A".

Vendor agrees to supply the Barnstable County HOME Program with demographic reporting information on First Time Homebuyer Workshops attendance.

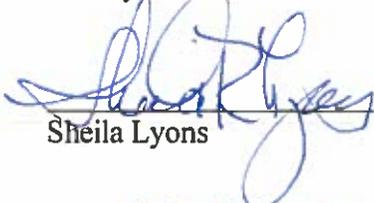
Funding Allocation: The amount allocated to the HOME Down Payment Assistance Program is \$100,000.00 for the term of the Agreement ending on September 30, 2017. Any funds not committed will be recaptured on September 30, 2017.

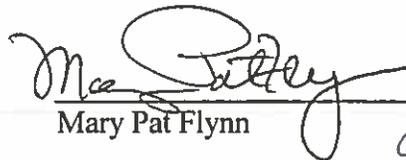
Loan Amount: The maximum amount of a standard loan under the Program is \$20,000, unless waived by the Lender upon request from the sub-recipient due to exceptional circumstances. For those homes that are in need of rehabilitation to correct health, safety, or other issues, the maximum amount of the loan is \$30,000. The minimum loan amount is \$1,000

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this September 21st day of in the year two thousand and sixteen.

FOR THE COUNTY:

County Commissioners:

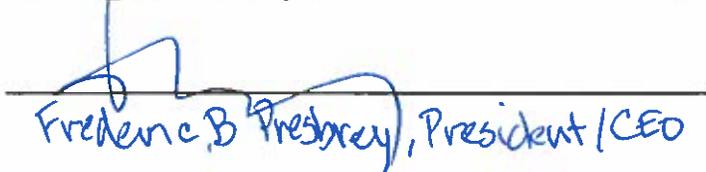

Sheila Lyons


Mary Pat Flynn


Leo Cakounes

Date: 9/21/2016

FOR THE CONTRACTOR:


Frederick B. Prestorrey, President/CEO

ATTACHMENT A TO THE CONTRACT: SCOPE OF SERVICES

Down Payment and Closing Cost Assistance Program

The selected proposer will administer the DPCC program that will provide down payment assistance to income eligible, first-time homebuyers. DPCC funds will be limited to eligible households who are purchasing a home in any of the 15 towns in Barnstable County. Note that because of a HUD legal ruling in August 2009, HOME DPCC funds in Massachusetts can only be used for non-deed restricted homes.

Assistance will be provided in the form of no interest, no monthly payments loans, ranging from \$1,000 to \$20,000, with up to a maximum of \$30,000 for needed repairs to correct health, safety, to be repaid at the time of sale, transfer, or possibly refinancing. All HOME-assisted units must meet Section 8 Housing Quality Standards (HQS) and be below HOME purchase price value limits (currently \$318,000 for a one-unit property). Administration of this program will include, but may not be limited to, the following tasks:

a. Homeownership Counseling: The selected proposer will be required to provide counseling regarding the purpose and intent of the DPCC and homeownership responsibilities via workshops, individual counseling and written material. At a minimum, two homebuyer workshops must be held during the contract year. Workshops held in more than one Cape sub-region (lower, mid, and upper Cape) are preferred.

b. Lender Outreach: The selected proposer will be required to conduct outreach to local banks for the purpose of maintaining lender participation and to recruit new participants. At a minimum this will require meeting with local banks, written correspondence, and supplying lenders with educational material regarding the function and purpose of the DPCC program. Participating lenders will be responsible for pre-qualifying the buyer and originating the first mortgage.

c. Homebuyer Outreach: The selected proposer will be required to implement an affirmative outreach/marketing plan to potential homebuyers. At a minimum such a plan will include utilization of the media (printed and electronic), and mailings to the local agencies and board of realtors.

d. Affirmative Marketing: The selected proposer will be responsible for submission of an affirmative outreach plan that targets agencies servicing the needs of the Cape minority populations, those with disabilities, and those with limited English proficiency.

e. Lead Paint Requirements: The selected proposer will be responsible for implementing HUD's lead-based paint guidelines that took effect on January 10, 2002.

f. Environmental Review: The selected proposer will be responsible for conducting a limited environmental review on each DPCC property (see Attachment A for review form).

AGENDA ITEM 8h

Authorizing the execution of Certificates for Dissolving Septic Betterments (NO DOCUMENTS)