

**AGENDA PACKET**  
**08/14/19 REGULAR MEETING**



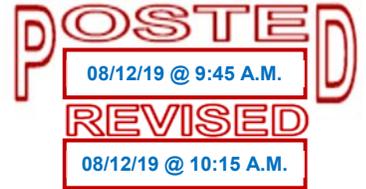
# BARNSTABLE COUNTY

COMMISSIONERS  
RONALD R. BEATY, Barnstable  
RONALD BERGSTROM, Chatham  
MARY PAT FLYNN, Falmouth

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

## REGULAR MEETING AGENDA



DATE: August 14, 2019

TIME: 10:00 A.M.

PLACE: Commissioners' Meeting Room  
Superior Courthouse  
3195 Main Street  
Barnstable, MA 02630

**Please note the change in the year of the posting date from 2010 to 2019, and the date in Item 8b from November 11, 2019 to November 1, 2019. Also note, under Item 11a, the Board may take formal action including votes.**

**OPEN SESSION (Open to the public):**

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
  - a. Regular Meeting of August 7, 2019
  - b. Executive Session of August 7, 2019
6. General Business
  - a. Presentation on the Marine Program by the Cape Cod Cooperative Extension
  - b. Update and discussion on AmeriCorps Housing Status

*Note: For all items under General Business, the Board may take official action including votes*
7. New Business – Other business not reasonably anticipated by the Chair
8. Commissioners' Actions
  - a. Authorizing the execution of an agreement for a grant from the Corporation for National and Community Service, through Massachusetts Service Alliance, for the

AmeriCorps Cape Cod Program, in the amount of \$357,472.00, for a period from August 15, 2019 through August 14, 2020

- b. Authorizing the execution of an agreement, for a Continuum of Care (CoC) renewal grant ,from the United States Department of Housing and Urban Development (HUD), in the amount of \$85,292.00, for a period from November 1, 2019 through October 31, 2020, for use by the County Human Services Department in Fiscal Year 2020
- c. Authorizing the execution of an agreement, for a CoC planning grant from HUD, in the amount of \$47,943.00, for a period from January 1, 2020 through December 31, 2020, for use by the County Human Services Department in Fiscal Year 2020
- d. Authorizing the execution of an amendment to an agreement for a grant, from the United States Dept of Commerce, Economic Development Administration, in the amount of \$70,000.00, for a period from July 1, 2019 through June 30, 2021, to provides the second year of funding for comprehensive economic development planning for Cape Cod
- e. Authorizing the execution of the discharge of a mortgage by Magda Moran to Barnstable County, acting by and through the Cape Cod Commission, dated June 20, 2017, and recorded with the Barnstable County Registry of Deeds Book 30571 Page 214
- f. Authorizing the execution of Certificates for Dissolving Septic Betterments

9. Commissioners' Reports

10. County Administrator and Staff Reports

11. Executive Session

**CLOSED SESSION (Closed to the public):**

- a. Discussion pursuant to Massachusetts General Laws, M.G.L. c. 30A § 21 (a)(6) on considering the purchase, exchange, lease or value of the following real property for which an open meeting may have a detrimental effect on the negotiating position of the Board as declared by the Chair:
  - County owned real estate on County Road in the Town of Bourne as shown on Plan Nos. 24204A 24204C and 24204D, Barnstable Registry District of the Land Court

**OPEN SESSION (Open to the public):**

12. Adjournment

Reasonable accommodations for people with disabilities are available upon request. Please contact Justyna Marczak, Barnstable County ADA Coordinator at [jmarczak@barnstablecounty.org](mailto:jmarczak@barnstablecounty.org) or call 508-375-6646 at least 24 hours in advance of the meeting. The County Commissioners' meeting may be viewed in real time at <https://www.youtube.com/user/BarnstableCounty>, <https://www.barnstablecounty.org/>



# AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of August 7, 2019

*COMMONWEALTH OF MASSACHUSETTS*

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in Commissioners' Conference Room, in the Superior Courthouse, on the seventh day of August, A.D. 2019

**Board Regional Commissioners:**

Ronald R. Beaty                      Present

Ronald Bergstrom                  Present

Mary Pat Flynn                      Present

**Staff Present:**

Jack Yunits                              County Administrator

Steve Tebo                              Assistant County Administrator

Julie Ferguson                        Director, Resource Development Office

Erika Woods                            Deputy Director, Health and Environment

Owen Fletcher                        Executive Assistant, Administration

Ian Roberts                             Technical Support Specialist, Information Technology

**1. Call to Order**

Chairman Bergstrom called the meeting to order at 10:00 A.M.

**2. Pledge of Allegiance**

**3. Moment of Silence**

**4. Public Comment**

No members of the public offered comment.

## 5. Approval of Minutes

### a. Regular Meeting of July 31, 2019

*Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners Regular Meeting of July 31, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0*

## 6. General Business

## 7. New Business – Other business not reasonably anticipated by the Chair

There was no new business at this meeting.

## 8. Commissioners' Actions

### a. Authorizing the re-appointment of Paul Lagg to the Barnstable County HOME Consortium Advisory Council, as the Town of Eastham representative, for the term of July 1, 2019 through June 30, 2021

*Motion by Commissioner Beaty to re-appoint Paul Lagg to the Barnstable County HOME Consortium Advisory Council, as the Town of Eastham representative, for the term of July 1, 2019 through June 30, 2021, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

### b. Authorizing the re-appointment of Nanette Perkins to the Barnstable County HOME Consortium Advisory Council, as the Town of Sandwich representative, for the term of July 1, 2019 through June 30, 2020

*Motion by Commissioner Beaty to re-appoint Nanette Perkins to the Barnstable County HOME Consortium Advisory Council, as the Town of Sandwich representative, for the term of July 1, 2019 through June 30, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

### c. Authorizing the approval of ten (10) advance vacation days, requiring Supervisor approval, to Kayla Baier, Dylan Davids, and Phoebe Plank, grant-funded staff, within the AmeriCorps Cape Cod Program Year, from August 15, 2019 through August 14, 2020

*Motion by Commissioner Beaty to authorize the approval of ten (10) advance vacation days, requiring Supervisor approval, to Kayla Baier, Dylan Davids, and Phoebe Plank, grant-funded staff, within the AmeriCorps Cape Cod Program Year,*

*from August 15, 2019 through August 14, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- d. Authorizing the approval of a “No Pay Out Clause” for all departing AmeriCorps Cape Cod grant-funded staff in July, without receiving a time payout if not used, with prior appropriate approval, within the 2019-2020 AmeriCorps Cape Cod Program Year**

*Motion by Commissioner Beaty to authorize the approval of a “No Pay Out Clause” for all departing AmeriCorps Cape Cod grant-funded staff in July, without receiving a time payout if not used, with prior appropriate approval, within the 2019-2020 AmeriCorps Cape Cod Program Year, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- e. Authorizing the approval of a waiver to the Massachusetts Residency Requirement for Barnstable County Employees for Dylan Davids and Phoebe Plank, Program Supervisors, for the 2019-2020 AmeriCorps Cape Cod Program Year**

*Motion by Commissioner Beaty to authorize the approval of a “No Pay Out Clause” for all departing AmeriCorps Cape Cod grant-funded staff in July, without receiving a time payout if not used, with prior appropriate approval, within the 2019-2020 AmeriCorps Cape Cod Program Year, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

Ms. Ferguson and Mr. Yunis explained that the due to AmeriCorps employees’ status as temporary exception to normal County policies and practices are necessary.

- f. Authorizing the execution of an agreement with the Town of Orleans to provide sanitarian services, in the amount of \$42,246.00 for a period through June 30, 2020**

*Motion by Commissioner Beaty to authorize the execution of an agreement with the Town of Orleans to provide sanitarian services, in the amount of \$42,246.00 for a period through June 30, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

Ms. Woods explained that this contract provided health inspection and other necessary services to the Town.

- g. Authorizing the execution of an agreement with the Massachusetts Association of Health Boards Inc., for a grant through the Massachusetts Department of Public Health, for Public Health Emergency Preparedness (PHEP), in the amount of \$ 140,471.00, for the period of July 1, 2019 through June 30, 2020**

*Motion by Commissioner Beaty to authorize the execution of an agreement with the Massachusetts Association of Health Boards Inc., for a grant through the Massachusetts Department of Public Health, for Public Health Emergency Preparedness (PHEP), in the amount of \$ 140,471.00, for the period of July 1, 2019 through June 30, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- h. Authorizing the execution of an agreement with the Massachusetts Association of Health Boards Inc., for the Cape Cod Medical Reserve Corps (MRC) to build capacity and engage volunteers in service to the County for emergency preparedness, in the amount of \$14,704.00, for the period of July 1, 2019 through June 30, 2020**

*Motion by Commissioner Beaty to authorize the execution of an agreement with the Massachusetts Association of Health Boards Inc., for the Cape Cod Medical Reserve Corps (MRC) to build capacity and engage volunteers in service to the County for emergency preparedness, in the amount of \$14,704.00, for the period of July 1, 2019 through June 30, 2020, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- i. Authorizing the execution of Certificates for Dissolving Septic Betterments**

*Motion by Commissioner Beaty to authorize the Chair to execute Certificates for Dissolving Septic Betterments, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

- j. Authorizing the execution of a discharge of a mortgage by Charlene May to Barnstable County, acting by and through the Cape Cod Commission, the holder dated May 22, 2001, recorded with the Barnstable County Registry of Deeds Book 13858 Page 288**

*Motion by Commissioner Beaty to authorize the execution of a discharge of a mortgage by Charlene May to Barnstable County, acting by and through the Cape Cod Commission, the holder dated May 22, 2001, recorded with the Barnstable County Registry of Deeds Book 13858 Page 288, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

## **9. Commissioners' Reports**

## **10. County Administrator and Staff Reports**

Mr. Yunits explained the history of negotiations on the county owned properties in Pocasset, in the town of Bourne. He noted the County had the properties appraised, after deciding to potentially sell them in response to suggestions to do so in an audit. He described generally the County's negotiations with the Town of Bourne.

## 11. Executive Session

- a. **Discussion pursuant to Massachusetts General Laws, M.G.L. c. 30A § 21 (a)(6) on considering the purchase, exchange, lease or value of the following real property for which an open meeting may have a detrimental effect on the negotiating position of the Board as declared by the Chair:**
- **County owned real estate on County Road in the Town of Bourne as shown on Plan Nos. 24204A 24204C and 24204D, Barnstable Registry District of the Land Court**

*Motion by Commissioner Bergstrom to authorize to enter Executive Session pursuant to Massachusetts General Laws, M.G.L. c. 30A § 21 (a)(6) to discuss strategy with respect to contractual obligations regarding the purchase, exchange, lease or value of real property as listed on the agenda, and declaring that an open meeting may have a detrimental effect on the litigating and negotiating position of the Board respectively, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

*Bergstrom: Aye      Beaty: Aye      Flynn: Aye*

The Board entered Executive Session at 10:20 p.m.

The Board re-Open Session at 10:52 A.M.

## 11. Adjournment

*Barnstable, ss. at:10:53 A.M. on this seventh of August A.D. 2019, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0*

**List of Documents:**

- Draft of the minutes of the Board of Regional Commissioners' Regular Meeting of August 7, 2019
- Memo to the Barnstable County Commissioners, from Renie Hamman, HOME Program Manager, regarding "HOME Consortium Advisory Council", specifically the re-appointment of Paul Lagg, as the Town of Eastham representative, dated August 1, 2019
- Memo to the Barnstable County Commissioners, from Renie Hamman, HOME Program Manager, regarding "HOME Consortium Advisory Council / Re-appointment", Nanette Perkins to the Barnstable County HOME Consortium Advisory Council, as the Town of Sandwich representative, dated August 1, 2019
- Memo dated August 7, 2019 to the County Commissioners from Julie Ferguson, Director RDO/AC, regarding "AmeriCorps Cape Cod Grant Funded Staff"
- Memo dated August 7, 2019 to the County Commissioners from Julie Ferguson, Director RDO/AC, regarding a "Massachusetts Residency Waiver"
- Memo dated August 7, 2019 to the County Commissioners from Julie Ferguson, Director RDO/AC, regarding a "No pay out clause"
- Agreement with the Town of Orleans to provide sanitarian services, in the amount of \$42,246.00 for a period through June 30, 2020
- Agreement with the Massachusetts Association of Health Boards Inc., for a grant through the Massachusetts Department of Public Health, for Public Health Emergency Preparedness (PHEP), in the amount of \$ 140,471.00, for the period of July 1, 2019 through June 30, 2020
- Authorizing the execution of an agreement with the Massachusetts Association of Health Boards Inc., for the Cape Cod Medical Reserve Corps (MRC) to build capacity and engage volunteers in service to the County for emergency preparedness, in the amount of \$14,704.00, for the period of July 1, 2019 through June 30, 2020
- Memo to Jack Yunits, County Administrator / County Commissioners, from Renie Hamman, HOME Program Manager, regarding "Discharge of HOME Mortgage 8 Hensche Lane, Unit 8, Provincetown / Charlene May White", dated August 1, 2019
- Discharge of a mortgage by Charlene May to Barnstable County, acting by and through the Cape Cod Commission, the holder dated May 22, 2001, recorded with the Barnstable County Registry of Deeds Book 13858 Page 288
- Memorandum dated July 23, 2019 to the County Commissioners from the Community Septic Management Loan Program with the subject "Certificates for Dissolving Septic Betterments"
- Memorandum dated April 27, 2019 to Jack Yunits Jr., County Administrator, from Paul J. Hartel, of Appraisal Company of New England, regarding "Overview - Bourne County Hospital Appraisals"
- Appraisal of Real Property located at 50 Dr Julius Kelley Ln, Pocasset, MA 02559, Barnstable County Registry of Deeds- Portion of Cert. #: 18176 Barnstable County/Jack Yunits as of March 12, 2018
- Appraisal of Real Property located at 100 Dr. Julius Kelley Lane, Pocasset, MA 02559, Barnstable County Registry of Deeds- Portion of Cert. #: 18176 Barnstable County/Jack Yunits as of March 12, 2018
- Appraisal of Real Property located at 875 County Road, Pocasset, MA 02559, Barnstable County Registry of Deeds- Portion of Cert. #: 18176 Barnstable County/Jack Yunits as April 2, 2018

Approved, Board of Regional Commissioners:

\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Ronald R. Beaty, Commissioner

\_\_\_\_\_  
Date

The foregoing records have been read and approved, August , 2019.

A true copy, attest:

\_\_\_\_\_  
Janice O'Connell, Regional Clerk

# AGENDA ITEM 5b

Approval of Minutes: Executive Session of August 7, 2019

*COMMONWEALTH OF MASSACHUSETTS*

Barnstable, ss.

At an executive session during a regular meeting of the Barnstable County Board of Regional Commissioners, held in Commissioners' Conference Room, in the Superior Courthouse, on the seventh day of August, A.D. 2019

**Board Regional Commissioners:**

Ronald R. Beaty                      Present

Ronald Bergstrom                  Present

Mary Pat Flynn                      Present

**Staff Present:**

Jack Yunits                            County Administrator

Steve Tebo                            Assistant County Administrator

Owen Fletcher                        Executive Assistant, Administration

**11. Executive Session**

- a. Discussion pursuant to Massachusetts General Laws, M.G.L. c. 30A § 21 (a)(6) on considering the purchase, exchange, lease or value of the following real property for which an open meeting may have a detrimental effect on the negotiating position of the Board as declared by the Chair:**

- County owned real estate on County Road in the Town of Bourne as shown on Plan Nos. 24204A 24204C and 24204D, Barnstable Registry District of the Land Court**

The Board entered Executive Session at 10:20 p.m.

Mr. Yunits explained that the County had an appraisal done on the properties that valued the them at approximately \$800,000.00. He explained that negotiations are continuing, but the Assembly of Delegates and the Board must be engaged before the talks are finished. The Board discussed the Thrift Store on the property as well as other property owners. Chairman Bergstrom stressed that he could not commit

to supporting the sale of the properties until he could be assured that the County was given full value.

The Board also discussed leases of the properties to an assisted living facility, which in turn leased it to Gosnold for use. Mr. Tebo also discussed some environmental concerns with the property. Chairman Bergstrom mentioned that the Town of Bourne may intend to build a Fire Station on the site.

Mr. Yunits and Mr. Tebo explained that Gosnold was interested in purchasing part of the property for its use. However, there would have to be a release of the conservation restriction on the land before the County could sell the acres Gosnold would need. Mr. Yunits indicated the County could sell that land for at least one million dollars. Chairman Bergstrom maintained that he thought \$800,000.00 was a small sum of money compared to the total costs Bourne would bear to build a fire station.

Mr. Yunits also spoke regarding neighboring lands that the County conveyed to the Commonwealth of Massachusetts. The Board discussed the Town of Bourne's possible intention to build a dog park on the site.

The Board's consensus was to authorize further negotiations, ask the Commonwealth's Division of Capital Asset Management and Maintenance (DCAMM) if they wished to purchase the property, engage the County's Special Counsel on this issue, and come back with a firm offer.

*Motion by Commissioner Bergstrom to exit Executive Session and return to Open Session, 2nd by Commissioner Flynn, approved 3-0-0*

*Bergstrom: Aye      Beaty: Aye      Flynn: Aye*

The Board re-Open Session at 10:52 A.M.

### **List of Documents:**

- Memorandum dated April 27, 2019 to Jack Yunits Jr., County Administrator, from Paul J. Hartel, of Appraisal Company of New England, regarding "Overview - Bourne County Hospital Appraisals"
- Appraisal of Real Property located at 50 Dr Julius Kelley Ln, Pocasset, MA 02559, Barnstable County Registry of Deeds- Portion of Cert. #: 18176 Barnstable County/Jack Yunits as of March 12, 2018
- Appraisal of Real Property located at 100 Dr. Julis Kelley Lanef, Pocasset, MA 02559, Barnstable County Registry of Deeds- Portion of Cert. #: 18176 Barnstable County/Jack Yunits as of March 12, 2018
- Appraisal of Real Property located at 875 County Road, Pocasset, MA 02559, Barnstable County Registry of Deeds- Portion of Cert. #: 18176 Barnstable County/Jack Yunits as April 2, 2018

Approved, Board of Regional Commissioners:

\_\_\_\_\_  
Ronald Bergstrom, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Ronald R. Beaty, Commissioner

\_\_\_\_\_  
Date

The foregoing records have been read and approved, August , 2019.

A true copy, attest:

\_\_\_\_\_  
Janice O’Connell, Regional Clerk

# AGENDA ITEM 8a

Authorizing the execution of an agreement for a grant from the Corporation for National and Community Service, through Massachusetts Service Alliance, for the AmeriCorps Cape Cod Program, in the amount of \$357,472.00, for a period from August 15, 2019 through August 14, 2020



**BOARD OF DIRECTORS**

**William Chrysanthos**  
National Service Consultant  
CHAIR

**Emily Haber**  
Chief Executive Officer

**Lawrence Bailis**  
Brandeis University

**Jim Bourdon**

**Candace Burns**  
Dana-Farber Cancer Institute

**Sally Fuller**

**Talia K. Gee**  
City of Springfield

**Daphne Griffin**  
Scholar Athletes

**Jill Lacey Griffin**

**Alice Jelin Isenberg**  
Consultant—Public Affairs and  
Development

**Kimberly Y. Jones**  
Athena Legal Strategies Group

**Simone Lawrence**  
uAspire

**Bowen Lee**  
Nativity School of Worcester

**J. Larry Mayes**  
Catholic Charities

**Kristen McKinnon**  
MA Department of Elementary and  
Secondary Education

**Barbara Moffat**  
Western New England University

**David Roach**  
Worcester State University

**Emily Shea**  
Commission of Affairs of the Elderly/  
City of Boston

**Eric Solem**  
Landmark Real Estate Advisors &  
Property Works Advisory Group

**Louise Keogh Weed**  
Harvard School of Public Health

**Helene Horan Winn**  
The 15-40 Connection

**Hallie Zenga-Josephson**  
Newton North High School

**EX-OFFICIO MEMBER**

**Sherry McClintock**  
Corporation for National & Community  
Service

August 1, 2019

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

Dear Mrs. Ferguson:

The Massachusetts Service Alliance is pleased to be contracting with your agency for the 2019-2020 AmeriCorps grant year. Included are:

- 1) A copy of the Cooperative Agreement for your 2019-2020 AmeriCorps Program;
- 2) The approved budget for your 2019-2020 CNCS funds;
- 3) The 2019 AmeriCorps Terms and Conditions;
- 4) The Massachusetts Service Alliance 2019-2020 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](mailto: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

**Massachusetts Service Alliance**

**And**

**Barnstable County**

**Cooperative Agreement Number: A-20-C-046001419**

**Prime Grant Number: 18ACHMA001**

**Program-Specific Grant Number: 18ACHMA0010001**

**Grant Start Date: 8/15/2019**

**Grant End Date: 8/14/2020**

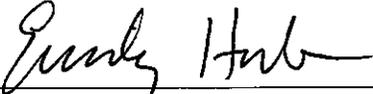
**Total Funding**

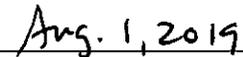
<b>Federal Funds Awarded</b>	<b>Total Award \$357,472</b>	<b>MSA Admin \$7,145</b>	<b>Total Program Funds \$350,327</b>
<b>Total Member Service Years</b>	24		
<b>Year in Graduated Match Schedule:</b>	11		
<b>Required Aggregate Match Percentage:</b>	50%		

This Award / Amendment consists of these pages 1, 2, 3, 4, and 5; Cooperative Agreement Terms numbered I-V, the attached budget forms, the 2019 General Grant and Cooperative Agreement Terms and Conditions, 2019 Terms and Conditions for AmeriCorps State and National Grants, any updates to these Terms and Conditions, and the Massachusetts Service Alliance 2019-2020 AmeriCorps Grant Terms and Conditions Addendum (hereafter referred to as 'the Addendum').

**IN WITNESS THEREOF**, the parties have executed Cooperative Agreement Number **A-20-C-046001419**

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

  
\_\_\_\_\_  
Emily Haber  
Chief Executive Officer

  
\_\_\_\_\_  
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 2019-2020 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 Terms and Conditions.**

### **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/ or 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 2 CFR§ 200 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 2019-2020 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 begin service in accordance with CNCS policies. Failure to pre-enroll members properly and in a timely fashion may result in a delay in the member beginning service and accumulating hours, as well as disallowed costs.
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 will not be accepted and requests for reimbursement/advances will not be processed.
5. Grantees are required to submit monthly requests for Cash Reimbursement. All required documents for cash reimbursement requests must be submitted electronically. Requests for any particular month must be submitted by the 15<sup>th</sup> of the following month. (For more information regarding reimbursements and fiscal deadlines, please refer to the MSA 2019-2020 AmeriCorps Terms and Conditions Addendum).
6. Grantees are required to submit up to 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 will not be processed. (For more specific information around Progress Report deadlines please refer to the Massachusetts Service Alliance 2019-2020 AmeriCorps Terms and Conditions Addendum.)
7. 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, member applications, 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 2019-2020 AmeriCorps Terms and Conditions Addendum.)
8. 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 2019-2020 AmeriCorps Grant Terms and Conditions Addendum.)
9. In the event of a disaster or emergency situation, members of the MA Disaster Corps 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. In the event of a major disaster where more assistance is

needed, members who are not part of the Disaster Corps may be called up to assist.

#### **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 CNCS funds expended and a match for administrative costs not to exceed 10% of direct costs in accordance with AmeriCorps Terms and Conditions.
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 CNCS 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 CNCS 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. The 5% of the federal share that is allowed, it is divided between MSA and the grantee. MSA will receive no more than 2% and the grantee will receive no more than 3%. Grantees must use the formulas provided by CNCS and MSA to calculate these amounts.



# Massachusetts Service Alliance 2019-2020 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**

*Pages 3-4, 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
  - Member Application
  
- 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, website, 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 17, 2019
  - b. **Program Director Kickoff** – July 24 and July 25, 2019
  - c. **AmeriCorps Opening Day Activities** – November 1, 2019
  - d. **Program Director Meetings** – There will be 4 Program Director meetings during the 2019-2020 program year; exact dates and locations TBA
  - e. **Program Director webinars** – There will be 4 Program Director webinars, prior to each PD meeting, and additional webinars as needed

## **ADDENDUM #2**

### ***Page 5, Section IV, Member Recruitment, Selection, and Exit, subsection B, Pre-enrollment of Selected Members***

In addition to the requirements set forth by CNCS, programs must complete required criminal history checks for all members (and covered staff) with CNCS-approved channelers, Truescreen and Fieldprint. Checks must be completed with accounts established with <http://fieldprintcncs.com> for Fieldprint and with the CNCS-specific agreement code for Truescreen.

All criminal history checks must be initiated and NSOPW/Truescreen checks must be adjudicated prior to member's first day of service (and prior to covered staff person's first day of work), Subgrantees may send a letter to MSA to request an exemption from the requirement to use Truescreen/Fieldprint for the 19-20 grant year only, Exemptions are solely at the discretion of MSA.

## **ADDENDUM #3**

### ***Page 8, 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 #4**

### ***Page 10, 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 #5**

### ***Page 13, 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 \$13,992 and \$27,984.
- 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 \$27,984 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 (\$13,992 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 #6**

*Pages 14-15, Section VIII, Living Allowances, Other In-service Benefits and Taxes, subsection C, Taxes and 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 #7**

*Pages 14-15, Section VIII, Living Allowances, Other In-service Benefits and Taxes, subsection C, Taxes and Insurance*

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

**ADDENDUM #8**

*Page 14-15, Section VIII, Living Allowances, Other In-service Benefits and Taxes, subsection C, Taxes and Insurance*

**Note:** Massachusetts AmeriCorps programs are not required to provide paid family leave for members and therefore this is not allowable cost.

**ADDENDUM #9**

*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, even if it is higher than required by law.

Program specific matching requirements for the 2019-2020 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 program funds from the grantee’s final payment(s) in order to bring the program into balance.

**ADDENDUM #10**

*Pages 19-20, 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:

	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%

- 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 must be discussed with your program officer prior to making any changes.
- 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.

**Depending on the status of the request, MSA may need to receive the approval of the Corporation before getting 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 2CFR §200](#). 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.

**Depending on the status of the request, MSA may need to receive the approval of the Corporation before getting final approval of any changes.**

#### **ADDENDUM #11**

##### ***Pages 20=21, Section XI, Reporting Requirements***

**Note:** A submission of quarterly Financial Status Reports is not required anymore. The monthly PER submission serves this function.

- i. **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 May 1, 2020 and will cover progress made from the program's start date to March 31, 2020. The final report will be due October 15, 2020 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.
- ii. **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 longer available for use by programs.
- iii. **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, 2020 and October 15, 2020.
- iv. **Final Financial Status Reports.** Every 3 years, MSA must closeout grants. This cycle is not determined by the individual grantee's 3-year cycle, but rather than 3-year cycle of the prime grant. MSA will require that grantees complete a final financial status report to confirm CNCS and matching funds approved and expended. This information will be provided to the grantee shortly after the final reimbursement is made and is due within 30 days of receipt. In some cases, grantees with later end dates will be required to respond in a shorter time frame.

#### **ADDENDUM #12**

- 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 85% 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. **Criminal History Checks.** Programs are required to track and document the criminal history check status of AmeriCorps members and covered staff. MSA may request documentation that checks have been completed on-time and correctly at any point,

#### **ADDENDUM #13**

- i. **Reimbursements.** Grantees must submit requests for reimbursements on a monthly basis. Requests for a particular month must be submitted by the 15th of the following month. Inaccurate reimbursement requests will be sent back to the grantee for revision. All requests must include a Periodic Expense Report, a General Ledger, a clear reconciliation report, and a narrative to explain the accounting system.
- ii. **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 #14**

##### ***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 (without program staff present), 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 #16**

##### ***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.

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

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

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

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

**II. GOVERNING AUTHORITIES**

**A. LEGISLATIVE AND REGULATORY AUTHORITY**

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

**B. OTHER APPLICABLE TERMS AND CONDITIONS**

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

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

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

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

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

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

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

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

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

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

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

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

## **B. FINANCIAL MANAGEMENT STANDARDS**

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

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

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

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

### **D. BANKRUPTCY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## I. WHISTLEBLOWER PROTECTION

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

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

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

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

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

## **K. AWARD MONITORING**

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

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

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

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

Sample language is:

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

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

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

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

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

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

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

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving CNCS funds included, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

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

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

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

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

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

## **P. GRANTEE PROCUREMENT**

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

## **Q. TRAFFICKING IN PERSONS**

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

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

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

3. Provisions applicable to any recipient.

- a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.
- b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
  - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
  - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
- c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.

4. Definitions. For purposes of this award term:

- a. “Employee” means either:
  - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. “Private entity”:
  - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR §175.25.
  - ii. Includes:
    - (a.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b). (b.) A for-profit organization.
- d. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

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

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

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

2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:

- a. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you. *(CNCS's eGrants system requires a DUNS number.)*
- b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.

3. Definitions. For purposes of this award term:

- a. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).
- b. Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities. (CNCS's eGrants system requires DUNS numbers. DUNS stands for Data Universal Numbering System (DUNS) number a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-7055711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - i. A Governmental organization, which is a State, local government, or Indian Tribe;
  - ii. A foreign public entity;
  - iii. A domestic or foreign nonprofit organization;
  - iv. A domestic or foreign for-profit organization; and
  - v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
- d. Subaward:
  - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330.
  - iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Subrecipient means an entity that:

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

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

Reporting Subawards and Executive Compensation:

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

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

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

### 3. Reporting of Total Compensation of Subrecipient Executives.

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

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

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

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

## **T. CONFLICT OF INTEREST**

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

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

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

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

1. General Reporting Requirement

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

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

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

### 3. Reporting Procedures

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

### 4. Reporting Frequency

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

### 5. Definitions

For purposes of this award term and condition:

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

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

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

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

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

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

#### IV. ATTACHMENT

# Corporation for National and Community Service

NationalService.gov



## Grant Program Civil Rights and Non-Harassment Policy

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

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

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

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

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

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

*Barbara Stewart*

Barbara Stewart

3-1-18

Date



## 2019 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 2018 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.

*The following revisions were made to the 2018 AmeriCorps Grant Terms and Conditions:*

1. Section II.H. – Corrected the citation for the NCSA definition.
2. Section IV.C. – Included an exception to the requirement to notify the National Service Trust of changes in a member's status.
3. Section IV.F. – Changed the requirement to assign members to service locations from five to seven calendar days.
4. Section IV.I. – Included additional information regarding the assessment of penalties for certifying erroneous or incorrect information.
5. Section V.B. – Added the requirement for the start date to match the start date in the Portal.
6. Section V.C. - Added that members should not wear the AmeriCorps logo while engaging in prohibited activities on personal time.
7. Section V.C. - Added the requirement to post a list of prohibited activities in all member service locations.
8. Section V.D. - Added language regarding members not spending more than 20% of time in education and training activities.
9. Section VI.A. – Deleted the requirement to obtain CNCS approval to convert to a three-quarter time member slot.
10. Section VI.C. - Deleted the requirement to obtain CNCS approval to convert to a three-quarter time member slot.
11. Section VIII.D. – Clarified serving in a full-time capacity for this provision.
12. Section IX.B. – Added language that programs must provide documentation to CNCS or members will not be able to enroll.
13. Section IX.D. – Updated the language regarding the NSCHC requirements and including a link to NSCHC resources.
14. Section XI. – Deleted the Evidence Based Intervention Planning Grantees Evaluation Plan and Learning Memo section.
15. Section XV. – Included a new link to the NSCHC e-course.
16. Section XVI. – Removed the ability of fixed amount grantees to draw 20% start-up costs.

## 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.

H. **NCSA** means the National and Community Service Act of 1990, as amended. See 42 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 all of 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 has been run, reviewed, and approved as well as the State and/or FBI criminal history checks initiated prior to their first day of service. 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 except in rare

cases when the recipient program has received written approval to waive this requirement from the Director of AmeriCorps State and National or her/his designee.

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 Hotline **(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](mailto: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 seven (7) calendar 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 site where the member serves the majority of his or her hours as the member's primary assignment. 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 grant 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 in making a materially false statement may be subject to criminal sanctions. If CNCS determines that the certification of a member's hours is erroneous, the award recipient may be charged for any payment or potential payment from the National Service Trust. In assessing the amount of the charge, CNCS shall consider the full facts and circumstances surrounding the erroneous or incorrect certification. (see 42 U.S.C. §12602a(b)).

## 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. The member start date should match the start date in the AmeriCorps portal.

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 engaging in any of the above activities on their personal time.

All locations where members serve should post a list of the prohibited activities.

- 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 no more than 20 percent of the aggregate of all AmeriCorps member service hours are spent in education and training activities as 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 all less-than-full-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 and
  - 2. A change in the funding level of 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-Time 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 the above 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.

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. **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.
3. **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.
4. 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 grant 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 that release for compelling personal circumstances is warranted. 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-time 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 full-time 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](https://www.healthcare.gov/coverage-outside-open-enrollment-enrollment-period/) for additional information about special enrollment periods: <https://www.healthcare.gov/coverage-outside-open-enrollment-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 serve 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 that one of their members was not verified – either the member's social security number or their citizenship was not verified – must provide the requested documentation to CNCS or they will not be able to enroll 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 [<https://www.nationalservice.gov/resources/criminal-history-check>] for more information on how to correctly conduct and document the NSCHC. You must maintain documentation of the NSCHC, including the results or summary of the component checks. Failure to adhere to the NSCHC requirements 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 programmatic and 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>
December 31	Start of award year through September 30

- B. **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.

- C. **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 31<sup>st</sup> 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.
  
- D. **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.
  
- E. **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.
  
- F. **Final Progress Reports.** A recipient must submit, in addition to the last annual project report, a final project report. This final report is due no later than 90 days after the end of the project period.
  
- G. **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's 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>. 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-time 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-time 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 documentation provided to the National Service Trust. 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 full-time and Professional Corps 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. 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 the CNCS 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 to CNCS of a breach of PII. Grantees experiencing a breach should immediately notify CNCS's Office of Information Technology, your CNCS Program Officer, and if directed by the CNCS's Office of Information Technology, the Office of Inspector General.

July 29, 2019 3:07 PM

## AmeriCorps Cape Cod Program Barnstable County

Application ID: 19AC211712

Budget Dates:

	Total Amt	CNCS Share	Grantee Share
<b>Section I. Program Operating Costs</b>			
A. Personnel Expenses	167,921	107,500	60,421
B. Personnel Fringe Benefits	88,229	60,553	27,676
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	18,951	0	18,951
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	194,079	1,512	192,567
<b>Section I Subtotal</b>	<b>\$486,702</b>	<b>\$169,565</b>	<b>\$317,137</b>
<b>Section I Percentage</b>		<b>35%</b>	<b>65%</b>
<b>Section II. Member Costs</b>			
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	10,814	7,798
Total	\$29,077	\$19,044	\$10,033
<b>Section II Subtotal</b>	<b>\$221,077</b>	<b>\$170,044</b>	<b>\$51,033</b>
<b>Section II. Percentages</b>		<b>77%</b>	<b>23%</b>
<b>Section III. Administrative/Indirect Costs</b>			
A. Corporation Fixed Percentage			
Corporation Fixed Amount	30,718	10,718	20,000
Commission Fixed Amount	7,145	7,145	0
Total	\$37,863	\$17,863	\$20,000
B. Federally Approved Indirect Cost Rate			
<b>Section III Subtotal</b>	<b>\$37,863</b>	<b>\$17,863</b>	<b>\$20,000</b>
<b>Section III Percentage</b>		<b>47%</b>	<b>53%</b>
<b>Section I + III. Funding Percentages</b>		<b>36%</b>	<b>64%</b>
<b>Budget Totals</b>	<b>\$745,642</b>	<b>\$357,472</b>	<b>\$388,170</b>
<b>Budget Total Percentage</b>		<b>48%</b>	<b>52%</b>
<b>Required Match</b>		<b>50%</b>	
<b># of years Receiving CNCS Funds</b>		<b>11</b>	

## AmeriCorps Cape Cod Program Barnstable County

<b>Total MSYs</b>			<b>24.00</b>	
<b>Cost/MSY</b>			<b>\$14,895</b>	
<b>Budget Totals</b>	<b>Total Amt</b>	<b>CNCS Share</b>		<b>Grantee Share</b>
	<b>\$0</b>	<b>\$0</b>		<b>\$0</b>
<b>Budget Total Percentage</b>		<b>0%</b>		<b>0%</b>
<b>Required Match</b>		<b>50%</b>		
<b># of years Receiving CNCS Funds</b>		<b>11</b>		
<b>Total MSYs</b>		<b>24.00</b>		

# AGENDA ITEM 8b

Authorizing the execution of an agreement, for a Continuum of Care (CoC) renewal grant ,from the United States Department of Housing and Urban Development (HUD), in the amount of \$85,292.00, for a period from November 1, 2019 through October 31, 2020, for use by the County Human Services Department in Fiscal Year 2020

Recipient Name: Barnstable County Human Services

Grant Number: MA0557L1T031802

Tax ID Number: 04-6001419

DUNS Number: 076612407

SCOPE OF WORK for  
FY 2018 COMPETITION  
(funding 1 project in CoCs with multiple recipients)

1. The projects listed on this Scope of Work are governed by the Act and Rule, as they may be amended from time to time. The project listed below is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is **\$85292** for project number **MA0557L1T031802**. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$0
b. UFA costs	\$0
c. Acquisition	\$0
d. Rehabilitation	\$0
e. New construction	\$0
f. Leasing	\$0
g. Rental assistance	\$0
h. Supportive services	\$77538
i. Operating costs	\$0
j. Homeless Management Information System	\$0
k. Administrative costs	\$7754
l. Relocation costs	\$0
m. Housing relocation and stabilization services	\$0

4. The grant term is 12 months. The performance period for the project begins **11/1/2019** and ends **10/31/2020**. No funds for new projects may be drawn down by Recipient

**Recipient Name: Barnstable County Human Services**

**Grant Number: MA0557L1T031802**

**Tax ID Number: 04-6001419**

**DUNS Number: 076612407**

until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____	_____ %	_____

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:   
Robert D. Shumeyko, Director  
Community Planning and Development  
7/31/19  
Date

**RECIPIENT**

**Barnstable County Human Services**

By: \_\_\_\_\_  
Mary Pat Flynn, County Commissioner

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Ronald Bergstrom, County Commissioner

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Ronald Beaty, County Commissioner

\_\_\_\_\_  
Date

# AGENDA ITEM 8c

Authorizing the execution of an agreement, for a CoC planning grant from HUD, in the amount of \$47,943.00, for a period from January 1, 2020 through December 31, 2020, for use by the County Human Services Department in Fiscal Year 2020

**Recipient Name: Barnstable County**  
**Tax ID Number: 04-6001419**  
**DUNS Number: 076612407**

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)  
GRANT AGREEMENT

**Grant Number(s):**

MA0624L1T031800		
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This Grant Agreement ("this Agreement") is made by and between the United States Department of Housing and Urban Development ("HUD") and Barnstable County (the "Recipient").

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the "Act") and the Continuum of Care Program rule (the "Rule").

The terms "Grant" or "Grant Funds" mean the funds that are provided under this Agreement. The term "Application" means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope(s) of Work to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient's final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient's final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the

**Recipient Name: Barnstable County**

**Tax ID Number: 04-6001419**

**DUNS Number: 076612407**

project performance period for new projects into the Scope of Work without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding

**Recipient Name: Barnstable County**

**Tax ID Number: 04-6001419**

**DUNS Number: 076612407**

Agency;

6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Recipient Name: Barnstable County**  
**Grant Number: MA0624L1T031800**  
**Tax ID Number: 04-6001419**  
**DUNS Number: 076612407**

SCOPE OF WORK for  
FY 2018 COMPETITION  
(funding 1 project in CoCs with multiple recipients)

1. The projects listed on this Scope of Work are governed by the Act and Rule, as they may be amended from time to time. The project listed below is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCS) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is **\$47943** for project number **MA0624L1T031800**. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$47,943
b. UFA costs	\$0
c. Acquisition	\$0
d. Rehabilitation	\$0
e. New construction	\$0
f. Leasing	\$
g. Rental assistance	\$
h. Supportive services	\$
i. Operating costs	\$
j. Homeless Management Information System	\$
k. Administrative costs	\$
l. Relocation costs	\$0
m. Housing relocation and stabilization services	\$0

4. The performance period for the project will be recorded by the grantee at the time of the first voucher submission. No funds for new projects may be drawn down by

**Recipient Name: Barnstable County**  
**Grant Number: MA0624L1T031800**  
**Tax ID Number: 04-6001419**  
**DUNS Number: 076612407**

Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____	_____ %	_____

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:   
Robert D. Shumeyko, Director  
Community Planning and Development

\_\_\_\_\_  
Date 7/31/19

**RECIPIENT**

**Barnstable County Human Services**

By: \_\_\_\_\_  
Mary Pat Flynn, County Commissioner

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Ronald Bergstrom, County Commissioner

\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Ronald Beaty, County Commissioner

\_\_\_\_\_  
Date`

# AGENDA ITEM 8d

Authorizing the execution of an amendment to an agreement for a grant, from the United States Dept of Commerce, Economic Development Administration, in the amount of \$70,000.00, for a period from July 1, 2019 through June 30, 2021, to provides the second year of funding for comprehensive economic development planning for Cape Cod

GRANT       COOPERATIVE AGREEMENT

## AMENDMENT TO FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER

ED18PHI3020012

CFDA NO. AND NAME

11.302 Planning

PROJECT TITLE

Cape Cod Commission EDA Partnership Planning Grant - July 2018 - June 2021

RECIPIENT NAME

BARNSTABLE, COUNTY OF

AMENDMENT NUMBER

1

STREET ADDRESS

3195 MAIN ST

EFFECTIVE DATE

07/01/2019

CITY, STATE, ZIP CODE

BARNSTABLE MA 02630-1105

EXTEND PERIOD OF PERFORMANCE TO  
(IF APPLICABLE)

06/30/2021

COSTS ARE REVISED AS FOLLOWS:	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$ 70,000.00	\$ 70,000.00	\$ 0.00	\$ 140,000.00
RECIPIENT SHARE OF COST	\$ 70,000.00	\$ 70,000.00	\$ 0.00	\$ 140,000.00
TOTAL ESTIMATED COST	\$ 140,000.00	\$ 140,000.00	\$ 0.00	\$ 280,000.00

REASON(S) FOR AMENDMENT.

This Amendment Document (Form CD-451) signed by the Grants Officer constitutes an Amendment of the above-referenced Award, which may include an obligation of Federal funding. By signing this Form CD-451, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Amendment offer and de-obligate any associated funds.

**SPECIFIC AWARD CONDITION(S)**

**LINE ITEM BUDGET**

**OTHER(S):** \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Linda Cruz-Carnall

DATE

07/31/2019

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Ronald Bergstrom, Mary Pat Flynn, Ronald Beaty, Barnstable County Commissioners

DATE

**FINANCIAL ASSISTANCE AWARD**

GRANT     COOPERATIVE AGREEMENT

RECIPIENT NAME  
BARNSTABLE, COUNTY OF

FEDERAL AWARD ID NUMBER

**ED18PHI3020012**

PERIOD OF PERFORMANCE  
07/01/2018-06/30/2021

STREET ADDRESS  
3195 MAIN ST

FEDERAL SHARE OF COST  
\$70,000.00

CITY, STATE, ZIP CODE  
BARNSTABLE MA 02630-1105

RECIPIENT SHARE OF COST  
\$70,000.00

AUTHORITY  
Planning Program under Section 203 of the Public Works and Economic Development Act of 1965 (PWEDA) as amended (42 U.S.C. 2121 et seq.)

TOTAL ESTIMATED COST  
\$140,000.00

CFDA NO. AND NAME  
11.302 , Planning

PROJECT TITLE  
Cape Cod Commission EDA Partnership Planning Grant - July 2018 - June 2021

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- BUREAU-SPECIFIC ADMINISTRATIVE STANDARD AWARD CONDITIONS
- SPECIAL AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD (PLEASE SEE THE MULTI-YEAR SPECIAL AWARD CONDITION.)
- DEPARTMENT OF COMMERCE PRE-AWARD NOTIFICATION REQUIREMENTS FOR GRANTS AND COOPERATIVE AGREEMENTS (REF:79 FR 78390 DECEMBER 30, 2014)
- OTHERS(S):  
EDA's Regulations at 13 CFR Chapter III, including 13 CFR part 303 Planning Investments and Comprehensive Economic Development Strategies

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Linda Cruz-Carnall

Grants Officer

DATE

06/29/2018

PRINTED NAME, PRINTED TITLE AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Leo Cakounes, Ronald Beaty, Mary Pat Flynn, Barnstable County Commissioners

DATE

07/18/2018

# AGENDA ITEM 8e

Authorizing the execution of the discharge of a mortgage by Magda Moran to Barnstable County, acting by and through the Cape Cod Commission, dated June 20, 2017, and recorded with the Barnstable County Registry of Deeds Book 30571 Page 214



**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

**BARNSTABLE COUNTY HOME PROGRAM**

**MEMORANDUM**

To: Jack Yunits, County Administrator / County Commissioners  
From: Renie Hamman, HOME Program Manager  
RE: Discharge of HOME Mortgage  
81 North Main Street, South Yarmouth / Magda Moran  
Date: August 7, 2019

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Enclosed, please find an original Discharge of Mortgage for the above-reference property respectfully requested to be properly executed by the County Commissioners. The loan amount of \$6,000 has been paid in full.

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**DISCHARGE OF MORTGAGE**

**Barnstable County, acting by and through the Cape Cod Commission**, the holder of a mortgage by **Magda Moran**, to

**Barnstable County, organized and existing under the laws of The Commonwealth of Massachusetts**, dated June 20, 2017 recorded with the Barnstable County Registry of Deeds Book 30571 Page 214 acknowledges satisfaction of the same.

Witness our hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2019

**BARNSTABLE COUNTY, As County Commissioners**

\_\_\_\_\_  
Ronald Bergstrom

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Ronald R. Beaty

**COMMONWEALTH OF MASSACHUSETTS**

Barnstable, ss.

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public personally appeared Ronald Bergstrom, Mary Pat Flynn and Ronald R. Beaty, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_