

EXHIBIT D CALIFORNIA VOLUNTEERS POLICIES AND REQUIREMENTS

1. CONSIDERATION

The total amount payable to the Contractor (hereafter Subgrantee) under this Agreement shall not exceed <<**Budgeted Contract Amount**>> (payable in program year 2018-2019). This amount reflects a cost per Member of <<**Budgets Corporation Cost Per Member**>> for program year **2018-2019**. The consideration paid to Subgrantee shall be in compensation for all of the Subgrantee's expenses, as approved in Exhibit B, "Budget Form and Budget Narrative."

2. PROGRAM YEAR

The Program Year, defined as up to a 12 month period in which AmeriCorps Members (hereafter Member(s)) will perform service, will be from <<**Member Start Date**>> to <<**Member End Date**>>.

Programs must have a fully executed contract in place prior to incurring any federally funded costs. Pre-contract costs using match funds must have pre-approval by both California Volunteers and the Corporation for National and Community Service (CNCS). Members may not start service without a contract in place and approval from CV. The program Member Start Date cannot be earlier than the date the contract is fully executed as indicated by the signatures on the contract. If a contract is not in place by the program Member Start Date indicated in this section, the program Member Start Date will be the date the contract is fully executed. In the event that the contract is not fully executed by the start date in this section, no other date in this section or Section 6 shall change.

3. COMPLIANCE WITH FEDERAL REQUIREMENTS

By entering into this agreement, the Subgrantee agrees to comply with all federal requirements governing the AmeriCorps program, including but not limited to: the 2018 General Grant Terms and Conditions, 2018 Terms and Conditions for AmeriCorps State and National Grants (incorporated into this agreement as Exhibit E), federal regulations 45 CFR 2520-2550, all assurances and certifications made in the awarded grant application, all applicable federal statues, regulations, guidelines, and all applicable Office of Management and Budget Circulars, memorandums, and guidance. The Subgrantee agrees to administer the funded Program in accordance with the awarded grant application and budget, supporting documents, and other representations made in support of the approved grant application. Information on how to access information on these requirements is provided in Exhibit G, "Resource and Reference Materials for Subgrantees," and Subgrantees shall be responsible for compliance with all applicable federal requirements, whether specifically referenced in this Agreement or not.

4. CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION

The federal funding provided to a Subgrantee under this Agreement can be identified by the following:

CFDA Number:	94.006
Federal Program Title:	AmeriCorps
Federal Award Numbers and Years:	17ESHCA001, 2018 (Competitive Fixed Amount Grants)

5. SCOPE OF WORK

For the purposes of this agreement, the Scope of Work shall be deemed to be implementation of the awarded program design contained in Exhibit A, "Program Narrative, Performance Measures, and Program Diagram." If there is a conflict or discrepancy between any portion of this contract and the performance measurement worksheets, the performance measurement worksheets will prevail unless mutually agreed by both parties. All AmeriCorps Member service hours and activities are accounted for in the performance measurement worksheets. The Scope of Work is driven by the Program Calendar and any changes to the Program Calendar require prior CV approval.

6. MEMBER ENROLLMENT AND RETENTION

The Scope of Work is dependent upon the full enrollment and retention of the number of Member slots included in this award. The Subgrantee shall vigorously pursue the highest retention rates attainable by the program model.

CV may adjust the Subgrantee's budget based on the number of Members enrolled at the latest start dates (Final Start Dates referenced below) Members can be brought on and still complete their term of service within the Program Year.

The Subgrantee has set the following date(s) as the Final Start Date(s) for enrolling new Members into the Program.

Final Start date for full-time (1700 hours) Members: <<Date>>
Final Start date for full-time (1200 hours) Members: <<Date>>
Final Start date for part-time (900 hours) Members: <<Date>>
Final Start date for reduced half-time (675 hours) Members: <<Date>>
Final Start date for quarter time (450 hours) Members: <<Date>>
Final Start date for minimum time (300 hours) Members: <<Date>>

7. MATCHING REQUIREMENTS

The Subgrantee's grant award is a fixed-amount grant. As such, there are no specific match requirements. The Subgrantee must pay all program costs over the cost per member awarded in the grant as described in Section 1. As a recipient of a fixed-amount grant, the Subgrantee is not required to comply with OMB Cost Principles and maintain tracking or documentation of cost sharing.

The Subgrantee understands that the full amount of the grant can only be accessed if all members complete their terms of service. CV will compute the amount the Subgrantee is allowed to access based on data in the My AmeriCorps Portal and the HHS Payment system. The Subgrantee agrees to pay back any overdrawn amount exceeding the final grant amount based on enrollment to CNCS at closeout.

8. EVIDENCE OF MATCH COMMITMENT

The Subgrantee agrees to submit a Confirmed Match Assurance verifying that all matching funds outlined in Exhibit B – Sources and Types of Match Contributions from any party providing the program with matching funds, including cash match, in-kind match, and/or any costs associated with Fixed-amount grants have been secured. CV, in its sole discretion, shall determine if the Subgrantee

has provided adequate information, and the Subgrantee must produce the following documents to CV within 24 hours of any request to provide them for this purpose:

- A. Memorandum of Understanding (MOU).** This is a signed and dated agreement between parties. It typically includes areas such as a description of services, how the cost of services will be funded, duration of the agreement, and consideration. These types of agreements are very common between the subgrantee legal applicant and Member placement sites. As long as the MOU clearly has evidentiary statements about the exact amount of matching funds and a schedule of payment, an MOU can serve as evidence of matching funds.

- B. Letter of Intent.** This is a signed and dated document outlining an anticipated agreement between parties *before* a contract is finalized. There are two possibilities for the letter:
 - 1) **A party who is only a contributor to the subgrantee.** This letter would serve to document the intention of contributor to give funds (cash or in kind) to the subgrantee. The letter should include a description of the intention. This should include: the amount of cash or in-kind contribution, at what times these intentions will be executed, and under exactly what circumstances. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors.
 - 2) **A party who is both a contributor and a placement site for Members.** This letter would serve to document the intention of contributor/placement site to both contribute and host Members to the subgrantee. The letter should include a description of the intention. This should include: the amount of cash or in-kind contribution [e.g., staff time committed to supervision], at what times these intentions will be executed, and under exactly what circumstances. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors. The letter should also include an intention to complete a MOU with the subgrantee to stipulate placement site requirements.

- C. Evidence of Funds Already Received.** If the subgrantee received matching funds *before* signing a CV contract, then a letter from the subgrantee that states the dollar amount received, from what source, and a schedule of payments would be evidence of matching funds. This document would also evidence matching funds that are a portion of a larger grant received by the legal applicant. This document should be signed and dated. These terms could also be evidenced by a Board Resolution under the written consent of the Board of Directors.

If, during the term of this agreement, a Subgrantee experiences a change in the match commitments made to support this grant, the Subgrantee is required to provide CV within seven days, written notice of the change that occurred and updated documentation of the match commitment. Changes in a match commitment include, but are not limited to, the loss of a partner providing match, a decrease in the level of match provided by a partner, the failure of a letter of intent or MOU to mature into actual matching funds, or the inclusion of a new match partner.

9. CV COST PER MEMBER SERVICE YEAR POLICY

Subgrantees must comply with the CV Cost per Member Service Year (MSY) Policy. This policy sets a maximum amount of total funding that each Subgrantee can receive on a per AmeriCorps MSY

basis. The Subgrantee's maximum cost per MSY level is the amount stated in the awarded Budget Narrative (Exhibit B)

CV may reduce the Subgrantee's program budget to maintain a reasonable cost per MSY relative to the awarded cost per MSY if the Subgrantee enrolls less than 80% of total slots included in the grant award after the Final Start Date (identified in Section 6) for each slot type has passed.

10. 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 on the minimum federal requirements. The law requires grant recipients to conduct and document NSCHCs on any person receiving a salary, living allowance, stipend or education award through a CNCS funded program, including award-funded staff, AmeriCorps members, or volunteer and whether grantee or match-funded. 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.

Exhibit H describes CaliforniaVolunteers' NSCHC policy, which include requirements that exceed the minimum federal requirements. Unless CV and/or CNCS has provided a Subgrantee with a written exemption or written approval of an alternative search procedure, Subgrantees must follow CV's NSCHC requirements outlined in Exhibit H.

In addition to participating in CV required National Service Criminal History Check (NSCHC) training every year, the Subgrantee must also complete CNCS's designated NSCHC e-course which provides a thorough overview of the minimum federal requirements and can be found at:

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

11. MEMBER RECORD DOCUMENTATION, VERIFICATION AND RETENTION

- A. Eligibility Verification and Documentation.** The Subgrantee must obtain and maintain documentation demonstrating Member eligibility to serve as required by 45 CFR § 2522.200 (c). Subgrantees may consult the CaliforniaVolunteers Member File Checklist for the list of acceptable documents that demonstrate citizenship eligibility. Programs that receive notice where one of their members was not verified – either the member's social security number or their citizenship was not verified through the My AmeriCorps Portal – should provide the requested documentation to CNCS prior to enrolling the member in the program.

In addition, the Subgrantee must maintain documentation demonstrating that all members enrolled meet all other eligibility requirements such as age, education, and clearance of all required NSCHC checks as required by CV outlined in Exhibit H, "Criminal History Checks

Certification.” The Subgrantee must retain a record of the NSOPW.gov search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks, inclusive of the date of record for when the search was performed. Inability to demonstrate that the NSOPW and all other required NSCHC checks were conducted and the results considered, as specified in Exhibit H and in the regulations, may result in sanctions, including disallowance of all or part of the costs associated with the non-compliance (see 2 CFR § 200.338).

- B. Record Retention.** The Subgrantee must retain and make available all financial records, supporting documentation, program desk review documents, performance measurement and evaluation data and reports, Member records, and personnel records for the amount of time specified by CV in the Subgrantee’s Program Closeout Memo or Closeout Confirmation Letter. This is generally at least three years from the date of submission of the final Federal Financial Report (FFR) for the final grant year of a three-year funding period.

12. FILLING OF EDUCATION AWARD ONLY MEMBER POSITIONS

Education Award Only Member positions must be filled prior to any CNCS-sponsored stipended Member slots.

13. MEMBER LIVING ALLOWANCES AND IN-SERVICE BENEFITS

The Subgrantee must ensure that Members receive the following benefits:

- A. Living Allowances.** Unless otherwise agreed upon, a Subgrantee must provide a living allowance to full-time Members in accordance with the approved grant application. If a Subgrantee's approved application provides for a living allowance for Members serving less than full-time, the Subgrantee must provide the living allowance in accordance with the approved grant application and the FY 2018 required minimum and maximum living allowance range set for each member position as follows:

Service Term	Minimum # of Hours	Minimum Living Allowance	Maximum Total Living Allowance
Full-time	1700	\$13,732	\$27,464
Half-time	900	n/a	\$14,539
Reduced Half-time	675	n/a	\$10,905
Quarter-time	450	n/a	\$7,270
Minimum-time	300	n/a	\$4,847

Subgrantees are required to pay Members the living allowance as a fixed stipend distributed in increments, such as weekly or bi-weekly, rather than on an hourly basis. The living allowance is not a wage and must not be paid based upon an hourly calculation. Payments shall not fluctuate based on the number of hours served in a particular time period, and must cease when a Member concludes a term of service.

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 grantee may not provide a lump sum payment to the Member. Similarly, if a Member is selected after the program's start date, the grantee must provide regular living allowance payments from the Member's start date and may not increase or prorate the Member's living allowance incremental payment or provide a lump sum to make up any missed payments.

AmeriCorps Education Award programs may provide a living allowance or other in-service benefits to their Members, but are not required to do so. Full-time fixed amount grantees must provide Members a living allowance.

- B. FICA.** Unless exempt, the Subgrantee must make its share of FICA payments on Member Living allowances. If Subgrantee is exempt, Subgrantee must submit the appropriate documentation supporting this exemption to CV.
- C. Income Taxes.** The Subgrantee must withhold personal income taxes from Member living allowances. The Subgrantee must require each Member to complete a W-4 form at the beginning of the term of service and the Subgrantee must provide each Member with a W-2 form at the close of the tax year.
- D. Unemployment Insurance.** Under California Unemployment Insurance Code Section 634.5, AmeriCorps Members are not considered "employees" and therefore, the Subgrantee is not required to pay unemployment insurance taxes for Members.
- E. Workers Compensation.** Under California Labor Code Sections 3351 to 3352(j) inclusive, Subgrantees are required to provide workers' compensation insurance for AmeriCorps Members as they would for any other employee.

- F. Health Care Insurance.** In accordance with the federal regulations, the subgrantee is required to provide a health care policy that provides the minimum CNCS requirements specified to those full-time Members not otherwise covered by a health care policy at the time of enrollment or to those Members who lose coverage during their term of service as a result of participating in the Program or through no deliberate act of their own.
- G. Member Exemption from California Wage and Hours Laws.** Under California State Law, Chapter 365, Statutes of 2000, AmeriCorps Members are exempted from the California wage and hour laws. Under California Labor Code Section 1171, AmeriCorps Members are exempted from state overtime laws. Members must be informed at the time of enrollment that they may be required to serve in excess of 8 hours per day or 40 hours per week, or both, and must be allowed to opt out of the national service program at that time. This law also prohibits discrimination against participants for refusing to work overtime for a legitimate reason.

14. MEMBER REQUIREMENTS

- A. Recruitment and Outreach.** The Subgrantee is required to develop a diverse and inclusive recruitment and outreach plan utilizing Member position descriptions that address the essential functions of the positions to be filled. Subgrantees are required to list their member listing/position descriptions by creating Service Opportunity Listings in the My AmeriCorps Portal.
- B. Planning for the Term of Service.** The Subgrantee must develop service positions that provide for meaningful service activities within the scope of the approved program grant and performance criteria that are appropriate to the skill level of AmeriCorps Members. The Subgrantee is responsible for ensuring 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 prohibited fundraising activity (see 45 CFR §§ 2520.40-.45). The Subgrantee must accurately and completely describe the activities to be performed by each Member in a position description. Position descriptions must be provided to CV and/or CNCS upon request. The Subgrantee 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 Subgrantee must account for holidays and other time off, and must provide each Member with sufficient opportunity to make up missed hours.
- C. Member Service Agreements.** The Subgrantee must require that each Member sign a Member Service Agreement that includes, at minimum, the following:
- 1) Member start and end dates for contracted term of service, not to fall outside of the program start and end dates;
 - 2) Biweekly or monthly amount and distribution of living allowance, (if applicable);
 - 3) 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;

- 4) The amount of the education award being offered for successful completion of the terms of service in which the individual is enrolling;
- 5) Member position description [recommend attaching full position description to service agreement as an addendum];
- 6) Standards of conduct, as developed by the Subgrantee;
- 7) The list of prohibited activities, including those specified in the regulations at 45 CFR § 2520.65 (see paragraph G, below);
- 8) The text of 45 CFR §§ 2540.100(e)-(f), which relates to Non-duplication and Non-displacement;
- 9) The text of 45 CFR §§ 2520.40-.45, which relates to fundraising by Members; with this clarifying statement: *“Per California Volunteers’ policy, members may only perform fundraising activities as described in an approved Fundraising Performance Measure. This program does/does not have an approved Performance Measure for fundraising, and therefore, the Member may/may not engage in fundraising activities.”*
- 10) Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);
- 11) Civil rights requirements, complaint procedures, and rights of beneficiaries;
- 12) Suspension and termination rules;
- 13) The specific circumstances under which a Member may be released for cause;
- 14) The circumstances under which a member may be released for “compelling personal circumstance”, including documentation process;
- 15) Grievance procedures; and
- 16) Other requirements established by the Subgrantee;
- 17) Member signature and date or parental or legal guardian signature and date for Members under 18 years of age; and
- 18) Program Staff signature and date.

The Subgrantee should ensure that the service agreement is signed by both Members and Program Staff before commencement of service so that Members are fully aware of their rights and responsibilities.

- D. Member Enrollment & Exit.** AmeriCorps members must complete their own enrollment and exit forms on-line in the My AmeriCorps Member Portal. The Subgrantee also must notify the CNCS National Service Trust, via the My AmeriCorps Portal, when a change in a member’s term of service is approved by CV and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within 30 days may result in sanctions to the Subgrantee, up to and including, suspension or termination of the grant award. Subgrantees meet notification requirements by using the appropriate electronic system to inform CNCS of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.
- E. Timekeeping.** The Subgrantee is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member’s supervisor. All Member service hours earned must be verifiable and certified by a supervisor. Therefore, no service hours may be earned from home without prior written CV approval. This time and attendance record is used to document member eligibility for in-service and post-service benefits. The Subgrantee must have a timekeeping system that is compliant with 2 CFR § 200.430.

F. Converting Types of Unfilled Member Slots: The Subgrantee must obtain prior approval from CV before making changes to any types of unfilled slots (e.g. converting half-time slots to full time slots). Any changes of currently enrolled three-quarter time (1200 hour positions) or unfilled three-quarter time slots will require final approval from CNCS, which CV will seek directly on behalf of the Subgrantee.

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

- 1) Attempting to influence legislation;
- 2) Organizing or engaging in protests, petitions, boycotts, or strikes;
- 3) Assisting, promoting, or deterring union organizing;
- 4) Impairing existing contracts for services or collective bargaining agreements;
- 5) Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
- 6) Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
- 7) Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
- 8) Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless CNCS assistance is not used to support those religious activities;
- 9) Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
- 10) Providing abortion services or referrals for receipt of such services; and
- 11) Such other activities as CNCS may prohibit.

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

- H. AmeriCorps Alums.** The Subgrantee is required to provide members with information and opportunity to register as a member with AmeriCorps Alums, the only national organization for alumni of all AmeriCorps programs. Through AmeriCorps Alums, members will be connected to national service stories, resources, and professional development trainings and events.
- I. Member Death or Injury.** The Subgrantee must immediately report any member deaths or serious injuries to the designated CV Program Officer.
- J. Member Rights and Reporting.** The Subgrantee shall notify AmeriCorps Members that they may report any discrimination, harassment, or other illegal activities to the Office of the Inspector General (OIG) for the Corporation for National and Community Service. The Subgrantee shall provide to Members the contact information for the OIG, which is currently hotline@cnsolg.gov or by telephone at (800) 452-8210.
- K. AmeriCorps Advantage Career Resource Guide.** The Subgrantee agrees to provide high quality support to Members who are completing a term of service and help them transition to other educational and career opportunities in accordance with the AmeriCorps Advantage Career Resource Guide developed by CaliforniaVolunteers. Subgrantee-facilitated use of the AmeriCorps Advantage Guide may be counted toward training hours and as such are subsumed under the requirement that no more than 20 percent of the aggregate of all service hours may be engaged in education in training activities.

15. REASONABLE ACCOMMODATION

Full inclusion and participation of persons with disabilities is fundamental to the mission of AmeriCorps. The Subgrantee shall be responsible for ensuring compliance with the Americans with Disabilities Act and AmeriCorps requirements pertaining to the ADA and inclusion. Programs and activities must be accessible to persons with disabilities, and the Subgrantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. Please email Accommodations@cns.gov for more information.

16. FUNDRAISING ACTIVITIES

If Members will perform any fundraising activities, the Subgrantee must have an approved Fundraising Performance Measurement Worksheet to account for any member time spent on allowable fundraising activities. As required by federal regulations, the Subgrantee is responsible for documenting that members do not spend more than 10% of his/her service hours toward performing any fundraising activities, including fundraising supporting activities (i.e., serving food, stuffing envelopes, collecting any type of donation, directing parking, etc.).

AmeriCorps members can participate in fundraising activities within the following guidelines:

- Member fundraising activities must be in support of the program's identified community need, and may not include fundraising activities that provide benefit to the legal applicant and/or placement site's general operating budget or endowment or that of other programs sponsored by the legal applicant and/or placement site;
- Members may not fundraise for required matching funds necessary to cover program operating costs;
- Members may not prepare grant applications for funding provided by CV, CNCS, or any other federal agency; and
- Members may not participate in fundraising activities unless specifically outlined in both the performance measures and member position description and agreed to by the member.

17. PARTNER AND PERSONNEL REQUIREMENTS

- A. Minimum Staffing Requirements.** The Subgrantee must maintain, at a minimum, one full-time (40 hours minimum per week, 100% dedicated to the AmeriCorps program) staff Member whose primary responsibilities are to administer the AmeriCorps program. The subgrantee agrees to make available staff position descriptions of individuals on the grant upon CVs' request.

Partner and Service Location Information. The Subgrantee must ensure that all partner and service location information are entered in the My AmeriCorps portal for all members within five days of members starting a term of service. The Subgrantee is required to include the name of the organization, and the full address or zip-plus-four of the service locations where members will be serving. If a member is serving at multiple locations, the program must select as the member's primary assignment the one where the member serves a majority of his or her hours. However, all service locations must be listed in the portal.

The Subgrantee must notify CV of any key partnership change *before* the change occurs. Subgrantees must maintain accurate partnership information in the system upon any changes such as the addition of new partners, loss of partners, slot conversion, etc. In addition, the Subgrantee must provide CV with updated information on all partnership changes on other CV required forms such as the Program Diagram, Slot Conversion Request Form and Progress Report. Partnership information will be verified through CVs' monitoring processes.

- B. Key Personnel Changes.** The Subgrantee must receive prior approval for changes in key personnel identified in the budget and is required to notify CV of any key program or organization staff changes within 14 working days of when the change occurs. In addition to the required prior approval for changes in key personnel identified in the budget, the Subgrantee must also notify CV of any changes in any positions which are not included in the approved budget, but which involve leadership oversight of the activity under this award. The Subgrantee must also notify CV of any change in the senior leadership of the legal applicant organization. Failure to provide notification on key partner and staff changes will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future funding decisions.

- C. Transition Plan.** Should changes in key program staff occur, the Subgrantee is required to have a transition plan and procedure to ensure minimal negative impact to program operations. The Subgrantee agrees to make available staff transition plans upon CVs' request.

18. MONITORING ACTIONS

CV reserves the right to make site visits to review and evaluate Subgrantee records, accomplishments, organizational procedures and financial control systems, to conduct interviews, and to provide technical assistance as necessary.

CV as well as other state and federal agencies shall have the right to monitor subgrantees for performance and compliance in accordance with the requirements of this grant. CV may monitor the subgrantee for both program and fiscal compliance. Such monitoring may result in a subgrantee being required to pay back any disallowed costs and/or develop and implement corrective action plan(s) to address issues or deficiencies found as a result of monitoring. Failure to comply with these requirements may result, at CVs' discretion, in repayment of grant funds and/or the withholding of payments until such time as the requirements are met.

19. PAYMENTS

In consideration of the services specified in Section 5, "Scope of Work," CV will reimburse the Subgrantee for approved, budgeted, expenditures that have already been incurred. The Subgrantee may not request funds for expenses that have not yet been paid.

Invoices must be submitted in the format and level of detail specified by CV. Invoices should be mailed to the address specified in Section 36 of this Exhibit.

Invoices must be submitted on a monthly basis. Invoices must be submitted no later than the 30th day after the completion of the month for which reimbursement is being requested. For example, if invoicing for the month of April, the reimbursement request should be submitted no later than May 30th.

The only exception to these deadlines is for the final reimbursement request. The final request must be submitted within 60 days of the end of this agreement. If an invoice is submitted after 60 days from the end of this agreement, it is likely that CV will be unable to pay that invoice. Failure to submit invoices within these timeframes will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes.

CV may withhold payment from Subgrantees if they are found to be out of compliance with any aspect of this contract until such time as the compliance issues are adequately addressed between the parties.

Invoices may be subject to Invoice Validation. Invoices selected for review will not be cleared for payment until the invoice review is complete. With an invoice review, subgrantees of CV are required, within 5 business days of receipt of notification, to provide all program operating cost documentation that supports the selected AmeriCorps invoice that has been submitted to CV for reimbursement.

The Subgrantee is prohibited from billing other federal, state, or local agencies for goods and/or services which have been billed and/or reimbursed to the contractor by CV.

For more guidance on the payment process see Exhibit G, “Resource and Reference Materials for Subgrantees.”

20. TRAVEL

Subgrantee travel and mileage reimbursements, while on approved program business, will be reimbursed based on the policies and rates determined by the Federal Government. These rates and policies can be found at: <http://www.gsa.gov/portal/category/100120>

Reimbursement for travel expenses shall not be made for expenses incurred within 50 miles of the Subgrantee home or headquarters. The subgrantee must maintain appropriate backup documentation for all travel expenses reimbursed to staff and Members under this grant.

If the Subgrantee has different reimbursement rates for their employees than those established by the Federal Government, those rates may be used as long as they do not exceed the rates established by the Federal Government. State entities must use the rates established by CalHR. AmeriCorps Members should be reimbursed no less than the rates used for subgrantee or placement site employees.

Subgrantees must request and receive prior approval from CV for out-of-state travel with grant funds. For more guidance on travel and mileage reimbursement see Exhibit G, “Resource and Reference Materials for Subgrantees.”

21. USE OF FEDERAL EGRANTS SYSTEM FOR REPORTING

eGrants, the CNCS federal reporting system, is an online system designed to automate the entire grants and project management process from application to closeout. Through this system, CV receives and manages federal funds to support AmeriCorps programming. To allocate these funds, the Subgrantee must submit an approved application, budget, and budget narrative through eGrants.

In addition, the Subgrantee will be responsible for posting and managing the program in the federal My AmeriCorps Portal, an on-line system, within eGrants, designed to manage the AmeriCorps Member experience. Recruitment, Member enrollment, and certification of eligibility for an education award are conducted through this system. The Subgrantee must comply with all federal regulations and CV policies and procedures governing Member management (e.g. Member time tracking, slot conversions, changing Member type).

The Subgrantee is responsible for maintaining staff access levels, communicating staff access information to CV, and, ultimately, maintaining the overall integrity of the information reported through eGrants.

22. REPORTING REQUIREMENTS

- A. Federal Financial Reports.** The Subgrantee shall complete and submit Federal Financial Reports (FFRs) to report the status of all funds. The Subgrantee must submit timely cumulative financial reports in accordance with CV guidelines according to the following schedule:

First Report: Due October 15, 2018 for expenses incurred from July 1, 2018-September 30, 2018.

Second Report: Due April 15, 2019 for expenses incurred from October 1, 2018-March 31, 2019.

Third Report: Due October 15, 2019 for expenses incurred from April 1, 2019-September 30, 2019.

Final Report: Due upon submittal of final invoice, but no later than January 31, 2020.

CV may withhold payments if FFRs are not received by the due dates. Failure to submit timely FFRs will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future grant making processes.

- B. Progress Reports.** The Subgrantee must submit cumulative progress reports to CV according to the timeline outlined in the Subgrantee's Program Calendar provided to the Subgrantee following contract execution.

Reports must be submitted in the format and level of detail specified by CV. Reporting requirements and dates are subject to change based on additional guidance issued by the federal or state government.

- C. Program Capacity Assessment.** The Subgrantee agrees to submit a pre- and post AmeriCorps Program Capacity Assessment as required by CV. This assessment is primarily a diagnostic and learning tool for CV and subgrantees to continuously improve program performance and inform training and technical assistance needs. As part of the CV Commission Support Grant, CV will be using this tool to assess the number of programs that increase program effectiveness as a result of the support they receive from CV and will be reporting individual program progress related to this performance measure to CNCS.

23. CALIFORNIA VOLUNTEERS AND AMERICORPS BRANDING

The Subgrantee is required to follow the 2018 CNCS Terms and Conditions for AmeriCorps State and National Grants (Exhibit E) in regards to identification as AmeriCorps program or Member and the use of the AmeriCorps name and logo. Additionally, the Subgrantee is to use the California Volunteers addendum (See Exhibit I), for requirements and recommendations for AmeriCorps branding and messaging.

24. SPECIAL EVENTS

All Subgrantees are required to conduct both a swearing-in and graduation ceremony for all cohorts/classes of Members. The AmeriCorps pledge must be administered as part of the swearing-in ceremony.

Programs are required to participate in the following events:

- A) Member Launch/Swearing-in Event
- B) Member Graduation/Recognition Event
- C) AmeriCorps Week
- D) State Service Day

Programs are strongly encouraged to participate in other National Service Days

- E) Martin Luther King Day of Service
- F) Cesar Chavez Day of Service
- G) National Volunteer Week April 2017
- H) September 11th Day of Service

25. MEDIA COMMUNICATIONS

All AmeriCorps programs are required to identify a press contact person and provide the name, phone number and email address to CaliforniaVolunteers.

In order to identify the contractor's program as an AmeriCorps program administered by CaliforniaVolunteers, all press releases, fact sheets, talking points and press interviews must:

- Include the AmeriCorps and CaliforniaVolunteers name and/or logo on all printed materials
- Include the phrase, "Administered by CaliforniaVolunteers and sponsored by the Corporation for National and Community Service"

Subgrantees must provide a copy of all materials or synopsis of interviews that relate to the AmeriCorps grant or program to their designated CaliforniaVolunteers Program Officer.

26. OTHER COMMUNICATIONS

In order to further identify the Subgrantee program as an AmeriCorps program administered by CaliforniaVolunteers, all printed materials must include the California AmeriCorps and CaliforniaVolunteers name and/or logo including, but not limited to, recruitment brochures, orientation materials, curriculum, signs, banners and publications, except those specifically designed for fundraising activities. While not required, the Subgrantee is strongly encouraged to also include the CaliforniaVolunteers logo on any printed apparel.

All Subgrantees must prominently display the California AmeriCorps logo on their AmeriCorps program webpage and include a link and the CaliforniaVolunteers logo from the "home page" of their website to CaliforniaVolunteers.org. When providing information about their grant and/or program on their website, Subgrantees must include the phrase, "Administered by CaliforniaVolunteers and sponsored by the Corporation for National and Community Service."

Periodically, CaliforniaVolunteers or the Corporation for National and Community Service will send communications to grantees for distribution to Members serving in programs. All Subgrantees must ensure that every Member serving in their programs receives a copy of these communications in a timely manner.

CaliforniaVolunteers and the Corporation for National and Community Service utilize photos and stories of service to promote AmeriCorps programs and Members. Subgrantees are strongly encouraged to provide CaliforniaVolunteers any photos or Member service stories that are appropriate for such usage. These materials may be used on www.CaliforniaVolunteers.org, www.nationalservice.org or other AmeriCorps or CaliforniaVolunteers promotional materials.

CaliforniaVolunteers encourages the use of social media platforms (such as Facebook, Twitter, and Instagram) to help promote successes of AmeriCorps programs. Subgrantees are encouraged to provide CaliforniaVolunteers the social media handles (names) for all social media accounts of the program, so that CaliforniaVolunteers can share program stories. Subgrantees are also encouraged to interact and engage with CaliforniaVolunteers through social media outlets.

27. EMERGENCY PLANNING AND PREPAREDNESS REQUIREMENTS

The Subgrantee agrees to develop a Continuity of Operations (COOP) Plan to ensure that there is minimum disruption to the “AmeriCorps” program in the event of a major disaster or emergency in their program’s service delivery area. A copy of the COOP plan must be made available to CV upon request.

28. SUBCONTRACTS

The Subgrantee may enter into subcontracts, if included in the approved budget, to carry out the provisions of This Agreement. Should the Subgrantee enter into a subcontract, the Subgrantee shall:

- A. Remain liable for the performance of the terms and conditions of this Agreement.
- B. Assure that subcontractors comply with the requirements set forth under (42 U.S.C. §9901 *et seq.*), as amended.
- C. Provide to the State, within 60 days of contract execution, the subcontractor's name, address, telephone number, contact person, contract amount, and program description of each subcontract to this Agreement.
- D. Require that subcontractors make all documents, papers, and records relevant to the work performed available to the State and/or Federal Granting Agency or their duly authorized representative for examination, copying, or mechanical reproduction on or off the premises of the Subgrantee or subcontractor upon request during usual working hours.
- E. Place in each of its subcontracts a provision that: "The contracting parties shall be subject to the examination and audit of the State Auditor General for a period of three years after final payment under this Agreement."
- F. Notify the State in writing within thirty days if any subcontract under this Agreement is suspended or terminated. Additionally, in such notice Subgrantee shall identify how the suspension or termination will impact the Subgrantee's budget and scope of work.
- G. Provide written notice to each subcontractor within five days from the date this Agreement is terminated or the date the State suspends this Agreement.
- H. Request of each subcontractor the certification required regarding Debarment and Suspension as stated in the AmeriCorps application, Certifications and Assurances, contained in Exhibit F.

Subgrantees must abide the Transparency Act Award for reporting subawards and executive compensation as defined in the current Federal AmeriCorps Grant Provisions.

29. BUDGET AND PROGRAMMATIC CHANGES

- A. Budgetary Changes.** The Subgrantee must obtain the prior written approval of CV before deviating from the approved budget included in Exhibit B in any of the following ways:
- 1) Specific Costs Requiring Prior Approval before Incurrence under OMB Cost Principles 2 CFR Part 200, Subpart E. For certain cost items, the cost principles require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs, and pre-award costs.
 - 2) 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 percent or more of the total budget must be approved in writing in advance by CV. The total budget includes both the CNCS and recipient shares. Subgrantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget. In some cases, CV will be required to obtain approval from CNCS before a program can make this change.

Exhibit G, “Resource and Reference Materials for Subgrantees” identifies resources available on the budget revision and approval process. Failure to receive prior approval for budget revisions may result in nonpayment of expenditures that did not receive prior approval and/or invoices being held until the budget changes are resolved. In addition, non-compliance will be noted in monitoring reviews and may become a factor in evaluating organizational capacity for future funding decision-making.

- B. Programmatic Changes.** The Subgrantee must first obtain the prior written approval of CV before making any of the following changes:
- 1) Changes to the approved Performance Measures included in Exhibit A, whether or not they involve budgetary changes;
 - 2) Changes to the approved Program Diagram included in Exhibit A whether or not they involve budgetary changes;
 - 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;
 - 4) Substantial changes in the level of member supervision;
 - 5) Changes in Member terms of service or program slots in the following ways:
 - changes in awarded number of Member service year (MSY) positions
 - a change in the funding level of the award
 - changes in slot types
 - changing a term of service for currently enrolled positions
 - changes in the last day to enroll a slot type

- C. Approvals of Programmatic and Budget Changes.** Once requested changes have been approved by appropriate CV officials, CV’s Department of Finance and Administration will execute written amendments. Subgrantees should not assume approvals have been granted unless documentation from CV Department of Finance and Administration has been received.

- D. Exceptions.** Upon notification to CV, subgrantees may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from CV. As soon as practicable, subgrantees making disaster-related programmatic changes must discuss the recordkeeping, Member activities, performance measure adjustments, and other AmeriCorps award requirements with CV and/or CNCS. While written approval from CV is not required before making disaster-related programmatic changes, CV reserves the right to limit or deny disaster-related programmatic changes.

30. CONTRACT CLOSEOUT REQUIREMENTS

At the end of each program year the Subgrantee will be required to provide CV with documentation of the completion of program and fiscal requirements for the grant. This allows both CV and the Subgrantee to evaluate program management and review program compliance. The contract closeout process is initiated 30 days prior to the end of the program year. The Subgrantee will receive a Program Closeout Memo outlining programmatic and fiscal closeout procedures including Member file closeout, final progress reporting, and submittal of comprehensive financial documents. Upon receipt of the final invoice, CV staff will verify that all programmatic requirements have been satisfied. The final invoice will not be paid until CV receives and approves the closeout documentation. Upon receipt of the final Federal Financial Report (see Section 18 of this Exhibit) CV will provide the Subgrantee with a letter confirming that the contract has been closed. Once this letter has been issued, CV will de-obligate any balance of funds remaining in the grant and the Subgrantee will not be able to access these funds. For more information on CV policies regarding contract closeout, please see Exhibit G, "Resource and Reference Materials for Subgrantees." The Subgrantee must retain and make available all programmatic and fiscal records as stated in Section 11 B for at least three years from the date of submission of the final Federal Financial Report (FFR) for the final grant year of a three-year funding period.

31. COMPLIANCE WITH RULES, REGULATIONS, AND PROCEDURES

Activities of Subgrantee with respect to this Agreement shall be conducted in accordance with pertinent Federal and State rules and regulations, including relevant Office of Management and Budget (OMB) circulars, and amendments thereto, and the AmeriCorps Regulations and Provisions attached as Exhibit E.

The Subgrantee has full fiscal and programmatic responsibility for managing all aspects of the contract and contract-supported activities, subject to the oversight of the CV. The Subgrantee is accountable to CV for its operation of the AmeriCorps program and the use of federal funds. The Subgrantee shall notify the appropriate CV representative 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 grant, or any suspected misconduct or malfeasance related to the contract or Subgrantee. The Subgrantee will inform CV of any corrective action taken or contemplated while performing the activities under this agreement. The Subgrantee must notify CV and the Office of the Inspector General immediately of losses of federal funds or goods/services supported with federal funds, or when information discovered by someone at the program indicates that there has been waste, fraud or abuse, or any violation of criminal law at the program or at the sub-recipient.

32. ADDITIONAL GUIDANCE AND CLARIFICATION

CaliforniaVolunteers may from time to time issue Grant Management Memos to subgrantees transmitting additional guidance and/or clarification on activities or requirements related to the management of this grant. Subgrantee agrees to comply with guidance issued in Grant Management Memos that apply to grants issued under this Agreement, and the terms and requirements of such Memos are and will be incorporated into this Agreement, as if set out in full herein. In instances where Grant Management Memos issued after this Agreement is signed are in conflict with this Agreement, the Grant Management Memo will take precedence.

33. PROVISIONS FOR FEDERALLY FUNDED CONTRACTS

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of Congressional appropriation of funds and/or Member positions, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if this Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if the United States Government makes sufficient funds and/or AmeriCorps Member positions available to the State for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms, or funding of this Agreement in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds and/or AmeriCorps Member positions and if this reduces the amount of funds and/or AmeriCorps Member positions available for this Program, this Agreement shall be amended to reflect such reduction.

The State has the option to void This Agreement under the thirty-day (30) cancellation clause or to amend This Agreement to reflect any reduction of funds and/or AmeriCorps Member positions.

34. STATE BUDGET CONTINGENCY CLAUSE

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

35. PROPERTY PURCHASED WITH STATE OR FEDERAL FUNDS

Subgrantee assures that all supplies, materials, equipment or services purchased with funds provided by this Agreement shall be used solely for the activities allowed under this Agreement. All equipment, materials, supplies or property of any kind purchased from funds advanced, reimbursed or furnished by the State under the terms of this Agreement and not fully consumed in the performance of this Agreement

shall be the property of the State and shall be subject to the State's administrative policies regarding disposition of equipment.

Subgrantee assures that it shall exercise due care in the use, maintenance, protection and preservation of State owned property in Subgrantee's possession or any other property purchased by Subgrantee with State or Federal funds provided hereunder.

Subgrantee shall obtain prior written approval for the purchase or lease of equipment with either an acquisition cost of \$5,000 or a useful life of one or more years, unless such intent is listed and defined in Exhibit B "Budget" of this Agreement. However, prior written approval for the purchase or lease of vehicles and trailers must be obtained from the State in each instance.

36. ADDRESS FOR THE STATE

All notices, correspondence, and fiscal and programmatic reports submitted by Subgrantee to the State pursuant to the terms of this Agreement shall be made by deposit in the U.S. Mail, first class, postage prepaid, and addressed as follows:

**CaliforniaVolunteers
1400 10th Street
Sacramento, CA 95814**

All notices shall be deemed effective upon receipt by the State.

37. AUDIT REPORTS

Funds provided under this Agreement shall be included in an audit conducted in accordance with the provisions of OMB Circular A-133 for agencies, standards promulgated by the American Institute of Certified Public Accountants (AICPA), and those standards included in *Government Auditing Standards, 2003 Revision*.

- A. Private, non-profit contractors shall submit to the State one (1) copy of the required audit report within nine months of the end of the Subgrantee's fiscal year. The audit reports are to be submitted to the following address:

**CaliforniaVolunteers
Attention: AmeriCorps Fiscal Unit
1400 10th Street
Sacramento, CA 95814**

- B. Local governmental entities shall submit to the State one (1) copy of the required audit report within thirty (30) calendar days after the completion of the audit, but no later than one year after the end of the audit period. The audit reports are to be submitted to the address stated above.

Local governmental agencies shall submit the required number of copies of the audit report in accordance with the guidelines set by the Division of Audits of the State Controller's Office. Said reports are to be submitted to the following address:

**State Controller
Division of Audits
300 Capitol Mall, Fifth Floor
Sacramento, CA 95814**

Where services or funds under this Agreement are provided to, for, or by, a wholly owned, or wholly-controlled, subsidiary of Subgrantee, Subgrantee hereby provides assurance that an audit shall be performed of this subsidiary organization in accordance with this paragraph. Said required audit report shall be made available to the State.

38. RIGHTS ON DATA

The State and CNCS reserve the right to use and reproduce all reports, data produced and delivered and any other copyrightable material produced pursuant to this Agreement and reserves the right to authorize others to use or reproduce such materials.

39. DEFINITIONS

AmeriCorps*USA or AmeriCorps: means the national service programs funded under 42 U.S.C. sections 12571-12595 (Division C programs).

Contractor/Grantee/Subgrantee: for the purposes of this Agreement means the direct recipient of Federal Funds granted by the State through this grant award. The terms and conditions of this grant award legally bind the Subgrantee.

Federal Government: means the Corporation for National and Community Service (CNCS) or any other entity authorized by the Federal Government to administer the Federal Governments' national service grant program and to perform such other duties prescribed by law.

State: means California Volunteers or any other entity authorized by the State of California to administer the State's national service plan and national service grant program and to perform such other duties prescribed by law.