

## **SUBGRANT AGREEMENT**

**SUBGRANT APPLICATION ID#: 06AFHNV0010012  
2009-2010  
CFDA #: 94.006**

GRANTOR:

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

GRANTEE:

**Parasol Tahoe Community Foundation  
948 Incline Way  
Incline Village, Nevada 89451**

AMERICORPS PROJECT NAME:

### **Parasol Tahoe Community Foundation AmeriCorps Program**

This subgrant agreement is made and entered into by Nevada Volunteers, hereinafter referred to as Grantor, and Parasol Tahoe Community Foundation, hereinafter referred to as Grantee. This subgrant agreement consists of these Terms & Provisions and these 4 references:

1. 2009-2010 AmeriCorps Grant Application (eGrants)
2. 2008-2009 AmeriCorps Provisions  
[http://www.americorps.gov/for\\_organizations/manage/index.asp](http://www.americorps.gov/for_organizations/manage/index.asp)
3. *45 CFR Parts 2510, 2520, 2521, 2522, 2540 and 2550. AmeriCorps National Service Program; Final Rule.*  
[http://www.americorps.gov/pdf/45CFR\\_chapterXXV.pdf](http://www.americorps.gov/pdf/45CFR_chapterXXV.pdf)
4. Nevada Volunteers' AmeriCorps Risk-Based Program Management & Monitoring Guidelines 2009 (Attachment A)

All 4 references are integral parts of this subgrant agreement and are hereby incorporated and made a part hereof.

## **TERMS AND PROVISIONS**

### **Section I. Performance**

Grantee agrees to operate the AmeriCorps program with respect to the components of the Grantor's National and Community Service Trust Act of 1990, as amended (hereafter referred to as the Act), codified as 42 U.S.C. 12501 *et seq.*, and 45 C.F.R. Part 2510 *et seq.* (hereafter referred to as the Rule), in accordance with the provisions of this subgrant for the period beginning **September 1, 2009.**

This award is made pursuant to the Corporation for National & Community Service's AmeriCorps State Grant to Nevada Volunteers:

**Grant No. 06AFHNV001**

**CFDA No. 94.006**

### **Section II. Budget, Method of Payment, Spending Limitations and Obligations of Grantor**

- A. That the *project period* is for a three-year period of time, based on Nevada Volunteers' Grant Award from the Corporation. The three-year period of time is **from \_\_\_\_\_**. The *budget period* is for one year, from **September 1, 2009** to and including **August 31, 2010.**
- B. Maximum compensation paid to the Grantee shall not exceed **\$184,106.00** of Corporation funds for the period September 1, 2009 to August 31, 2010.
- C. AmeriCorps MSY's (Member Service Year) shall not exceed **15 MSY's**. AmeriCorps member slots shall not exceed **15 Members**.
- D. Grantee must provide the local match indicated in the Grantee's application and account for the corresponding expenditures of that match.
- E. Grantor's financial system shall provide adequate fiscal control and accounting procedures that are in compliance with the Act and all applicable state statutes and federal administrative regulations.
- F. Funding obligations of the Grantor are contingent upon its receipt of applicable State and Federal funds.
- G. Programs may not start prior to the approved start date of the budget period. If pre-award costs are requested, they must be requested prior to that start date according to established Nevada Volunteers' policies and procedures.
- H. Grantee as a **Non-Profit Agency** agrees to comply with the following OMB Circulars:

**2 CFR Part 215:** Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110); Final Rule  
**A-122:** Cost Principles for Non-Profit Organizations

**A-133: Audits of States, Local Governments and Non-Profit Organizations.**

- I. Grantee will comply with all other applicable statutes, executive orders, regulations and policies governing the program, including but not limited to those cited in the 2008 AmeriCorps Grant Provisions, the 2008 AmeriCorps Guidelines, the 2008 AmeriCorps Grant Assurances and Certifications and those cited in 45 C.F.R. Parts 2510, 2520, 2521, 2522, 2540 and 2550.
- J. Grantee will utilize the Nevada Expense Reimbursement Forms (NERF) to request up to monthly reimbursements. Grantee will submit the NERF via e-mail to activate the draw down request. Once approved, a NERF may not be changed without prior approval from Nevada Volunteers.
- K. Grantor processes invoices twice monthly and must be in receipt of all invoices by 5 p.m. on the 2<sup>nd</sup> day and the 17<sup>th</sup> day of every month. If the 2<sup>nd</sup> or the 17<sup>th</sup> falls on a weekend or holiday, the invoices must be received by 5 p.m. of the next business day.

**Section III. Records, Audits, Participant Information**

- A. Grantor, its auditor, the Head of the Federal Grantor Agency and the Comptroller General of the United States, or any duly authorized representatives, shall have access to any books, documents, papers, records (including computer records), annual audits and/or personnel of the Grantee and its sub-recipients which are pertinent to this sub grant for the purpose of monitoring, auditing, or examination and may make excerpts, copies and transcripts.
- B. Audits of institutions of higher education, other non-profit organizations and governmental agencies will be made in accordance with the Office of Management and Budget (OMB) Circular A-133. Grantees shall forward to the Grantor a copy of the audit report within nine (9) months of the end of the Grantee fiscal year. OMB Circular A-133 is available from Office of Management and Business website at [www.whitehouse.gov](http://www.whitehouse.gov).
- C. Grantor requires grantee to timely corrective actions on any deficiencies identified in audits or monitoring visits.
- D. Grantee shall maintain records for each AmeriCorps applicant for whom an application has been completed. Application records shall be maintained and/or submitted as requested to determine compliance with non-discrimination and equal opportunity regulations. The total number of applications must be reported annually. Records of enrolled participants shall be maintained as necessary to develop standards and to measure performance.
- E. Grantee must retain and make available all financial records, supporting documentation, statistical records, evaluation and program performance data, member information and personnel records for 3 years from the date of the submission of the final Federal Financial Report (SF269A). If an audit is started prior to the expiration of the 3-year period, the records must be retained until the audit findings involving the records have been resolved and final action taken.

- F. Grantee will maintain an orderly file for every AmeriCorps member which includes:
1. Original, signed and dated AmeriCorps application with appropriate references documented.
  2. Original, signed and dated AmeriCorps Enrollment Form
  3. Valid proof of eligibility
  4. Copy of member's Social Security card
  5. Signed and dated W4 Form
  6. Signed and dated I-9 Form
  7. Original, signed and dated AmeriCorps Member Contract which includes:
    - ◆ specific position description and requirements
    - ◆ start and end dates of service
    - ◆ amount of living allowance and frequency of payment
    - ◆ amount of education award
    - ◆ benefits including vacation and sick leave
    - ◆ grievance procedures
    - ◆ prohibited service activities
    - ◆ change of status policy and procedures
    - ◆ how members can make up service hours
    - ◆ Drug Free Workplace Policies and Procedures
    - ◆ NV unemployment compensation ineligibility statement
  8. Signed and dated media release form
  9. Emergency contact information form listing next of kin
  10. Documentation of Pre-Service Orientation and ongoing training
  11. Documentation that a criminal background check and National Sex Offender Registry Check were completed (when applicable)
  12. All relevant administrative information pertaining to payment of living allowance, health care and child care eligibility, declaration of proof of high school diploma or GED or intent to complete high school/GED requirements before completing term of service.
  13. Signed and dated initial and final performance evaluation (signed by member, site supervisor and AmeriCorps Program Director).
  14. Original, signed and dated (by member, site supervisor and AmeriCorps Program Director) service and training logs.
  15. Original, signed and dated AmeriCorps Exit Form
- G. All documents must be completed in ink, (with all corrections initialed by the person making the corrections) and signed by the member and the AmeriCorps Program Director. Files must be secured in a locked file cabinet to assure safekeeping and confidentiality.
- H. AmeriCorps members' service log data are to be maintained by using spreadsheets on a monthly basis. Member management occurs in eGrants on *My AmeriCorps Portal*. Data entry must be no more than 30 days in arrears.

#### **Section IV. Budget and Program Modifications**

- A. Grantee must obtain the prior written approval from the Grantor and/or the Corporation before making the following program modifications:
1. Changing the scope, specific goals, objectives, targets and/or performance measures of the grant.
  2. Changing grant stakeholders, partners or site placements.
  3. Changing the grant period.
  4. Changing the level of member supervision provided.
  5. Changing or extended absence of the AmeriCorps Program Director, Executive Director, Financial Manager or any other CNCS funded staff position.
- B. Grantee must obtain the prior written approval from the Grantor and the Corporation before making the following budget modifications:
- Specific Costs Requiring Prior Approval before Incurrence under OMB Circulars A-122 (2 CFR part 230). For certain cost items, the cost circulars require approval of the awarding agency for the cost to be allowable. Examples of these costs are overtime pay, rearrangement and alteration costs and pre-award costs. .
  - Entering into subgrants or contracting out any program activities funded by the grant and not specifically identified in the approved application and grant.
  - Unless the Corporation share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10% or more of the total budget must be approved in writing in advance by the Corporation. The total budget includes both the Corporation and grantee shares. Grantees may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10% of the total budget.
  - Purchases of equipment over \$5,000 using grant funds, unless specified in the approved application and budget.
- C. All changes in the number of AmeriCorps Members and/or Member slot conversions originally allocated must be approved by the Grantor and cannot increase the cost per Member.
- D. All Member slots (except specifically designated summer slots) not enrolled by the 90<sup>th</sup> day of the enrollment period should be converted to less required service hour slots on the 91<sup>st</sup> day of the grant enrollment period, (for example, full time to half time or half time to quarter time). On the 91<sup>st</sup> day, unfilled slots may be forfeited for the benefit of other AmeriCorps programs at the discretion of Grantor and/or the Corporation for National and Community Service. Nevada Volunteers' Program Officer will notify the program in advance of the date to facilitate the slot conversion.
- E. Grantee may request a modification to accommodate special circumstances. The proposal must be submitted in writing and can only modify succeeding quarters of the fiscal year. The Grantee will submit a program narrative justifying the proposed modification and revised forms, if required. Performance in accordance with this subgrant shall continue until the Grantee receives approval

of the proposed modification. The Grantor reserves the right to unilaterally modify any part of this sub grant if the State of Nevada or the Federal Government modifies the Grantor's responsibilities, if the State of Nevada or the Federal Government changes the level of funding or in the case of noncompliance on the part of the Grantee. A unilateral modification will require only the signature of the Grantor.

**Section V. Progress Reports and Federal Financial Reports**

Grantee is required to submit four (4) quarterly program progress reports, and two (2) Federal Financial Reports to Nevada Volunteers. Submission dates are:

<u>Period</u>	<u>Progress Report</u>	<u>FFR</u>	<u>Due Date</u>
Quarter 1	yes	no	Jan. 15 <sup>th</sup>
Quarter 2	yes	yes	Apr. 15 <sup>th</sup>
Quarter 3	yes	no	July 15 <sup>th</sup>
Quarter 4	yes	yes	Oct. 15 <sup>th</sup>

The fourth quarter program progress report must also include a summary of the entire year of activities and all performance measurement data. Progress reports must include justification for any noncompliance and explain the corrective action needed for compliance including any potential modification. Any modification is subject to Section IV of this agreement.

The final FFR also reports the programs expenditures against the budget line items in the grant award, including Corporation dollars and the Program match.

**Section VI. Late Reporting Penalties/Fines for Non-Compliance**

- A. Program Progress Reports are submitted electronically (by email) to Nevada Volunteers' Program Officer. Financial reports as required by Grantor are submitted electronically (by email) by 5:00 p.m. on the date assigned in Section V. Grantees shall receive one warning notice concerning the late reporting of expenditures. Each subsequent late report may result in the withholding of one percent (1%) of the Grantee's administrative total accrued expenditures to date. If the Grantee does not receive administrative funding, one percent (1%) of total accrued program expenditures to date may be withheld. Chronic late reports as required by the Grantor may result in termination of the subgrant (Section IX).

Fines for Non-Compliance in any areas listed in Sections III, IV, V, VI, VII, VIII, XIV and XV shall be imposed and withheld. The amounts of these shall be based upon one percent (1%) of the Grantee's administrative total SES to date. If the Grantee does not receive administrative funding, one per cent (1%) of the total accrued program expenditures to date may be withheld.

Enrollment and Change of Status forms shall be submitted through eGrants no later than 30 days after enrollment or status change. Exit Forms shall be

submitted no later than 15 days after a member exits the program or completes his/her term of service. Grantees shall receive one warning notice concerning the late reporting of participant information. Each subsequent late report may result in the withholding of one percent (1%) of the Grantee's administrative total accrued expenditures to date. If the Grantee does not receive administrative funding, one percent (1%) of the total accrued program expenditures may be withheld. Chronic late reporting may result in termination of the sub grant (Section IX).

Grantee understands that Nevada Volunteers staff will evaluate AmeriCorps programs primarily through site visits, progress reports, phone calls, audits and audit reviews. If Grantor finds an issue that needs to be corrected by Grantee concerning compliance, Grantor will exercise any or all of the following options to remediate noncompliance:

**Initial Noncompliance Letter**– Letter following identification of noncompliance will be sent to sub grantee's Executive Director and AmeriCorps Program Director. Letter will outline issue(s) to be corrected with a timeline for correction and requirement of a written response.

**Probation** – In the event that Initial Noncompliance Letter's timeline for correction or the written response does not remedy the noncompliance issue, Grantor shall issue a second identification of noncompliance letter and Grantee's AmeriCorps Program shall be placed on probation. The status of probation will be reported on in all future progress reports for the remainder of the grant year and will be considered by Grantor's Program Committee in the event that future funding is sort by Grantee for AmeriCorps Grant continuation, renewal or resubmission. Grantee shall be removed from probation when the issues outlined in the second Noncompliance Letter are rectified and written notice to this effect has been forwarded to Grantor.

**1% Fine** – Grantor reserves the right to impose a 1% of total grant award amount against Grantee for failure to rectify noncompliance according to the agreed upon timeline or for repeated noncompliance. Grantor will notify Grantee's Executive Director and AmeriCorps Program Director in writing of the effective date, reason for fine and action that must be taken to meet compliance.

**Stop Payment on Requests for Reimbursement** – Grantor may hold all requests for reimbursement until the noncompliance issue(s) has been corrected. Grantor will notify Grantee's Executive Director and AmeriCorps Program Director in writing of the effective date, reason for stop payment and action that must be taken to meet compliance. Authorization to pay on Requests for Reimbursement shall be reinstated upon resolution of noncompliance issue(s).

**Ineligibility to Apply for Future Funding** – Grantor reserves the right to designate a Grantee ineligible to apply for future funding if compliance

issues are not corrected in a timely or reasonable manner or if noncompliance recurs.

## **Section VII. Verification Systems for Eligibility Determination, Liability and Copyright/Patents**

### **A. Verification Systems for Eligibility Determination**

Documentation proving eligibility will be required from participants at the time of enrollment into the program. The Grantee will follow the eligibility determination verification system contained under the Trust Act.

### **B. Liability Insurance, Workers Compensation and Fidelity Bond**

Grantor assumes no liability with respect to bodily injury, illness or any other damages or losses or with respect to any claims arising out of any activity under a sub grant whether concerning persons or property in the Grantee's organization or any third party.

Grantee shall have and maintain sufficient liability insurance to protect the organization and its employees. The grantee shall have and maintain equivalent insurance coverage for real property and equipment acquired with Federal funds, as well as for all property owned by the grantee.

Grantee shall have and maintain sufficient workers compensation insurance to protect AmeriCorps members.

Grantee shall have and maintain a fidelity bond in the minimum amount of twenty percent of the total amount of federal funds. The bond shall be obtained from a company holding a certificate of authority as acceptable sureties, as prescribed in 31 CFR Part 223, "Surety Companies Doing Business with the United States."

### **C. Copyrights/Patents**

Grantor reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use (and to authorize others to use) for Federal Governmental purpose:

- a. The copyright or patent in any work developed under a grant, sub grant or contract under a grant or sub grant; and
- b. Any rights of copyright or patent to which a Grantee or a contractor purchases ownership with grant support.

## **Section VIII. Acceptable Grantee Expenditure and Enrollment Levels**

A. Grantee shall seek to enroll the number of full-time and part-time participants agreed upon in its approved budget. The Grantee shall notify the Grantor immediately when enrollment falls below the level in its approved budget.

B. Expenditures shall not exceed 100 percent of the sub grant allocation.

- C. Grantee certifies that match for the program, either cash or in-kind donations, is not from other federal sources. The only exception would be if the Grantee has procured and submitted to the commission approved permission from another federal source that their funds may be considered match.

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

- A. Grantee shall plan, develop and implement an AmeriCorps Pre-Service Orientation and year-round in-service training curriculum. Pre-Service Orientation includes review of history and philosophy of national service, role and function of Nevada Volunteers, explanation of forbearance and education awards, review of benefits and prohibited activities, guidelines for suspension of service for personal and compelling reasons, grievance procedures, fundraising rules and host agency human resource policies and procedures. Members shall be informed how they may make up service hours. On going service training will include the *Active Citizens 101* curriculum; principles of service learning; diversity and inclusion awareness and First Aid and CPR certification.
- B. Grantee is required to plan and implement an opening ceremony/kick off event at the beginning of each grant year. The event serves to help Members identify themselves as participants in national service and inaugurates a special sense of camaraderie and team spirit - both of which are key ingredients for successful member retention. It can be held in conjunction with Pre Service Orientation or as a separate celebration. During the event, the AmeriCorps Pledge is administered to Members. Whenever possible it should be covered by the media. At a minimum, a press release is sent to the local newspaper announcing the start of the AmeriCorps program and the opening ceremony/kick off event. AmeriCorps Program Directors are required to report the success of the program's opening ceremony in the first quarter program progress report annually.
- C. Grantee shall regularly update its own administrative and operations policies and procedures for annual review by the Nevada Volunteers staff.
- D. Grantee shall provide adequate AmeriCorps uniforms (gray T shirts or other preapproved gear) for all members and require members to wear AmeriCorps uniforms and identification while providing service. AmeriCorps members should be easily identifiable to the general public as Members. All Members should be identified as such on host site websites and staff rosters.
- E. Grantee shall provide and post appropriate AmeriCorps signage in prominent public view and require signage at its subgrantee agencies so AmeriCorps service sites are easily identified as such.
- F. Grantee shall have a written plan in place in the event that a Program Director's position becomes vacant during the course of the grant year. This plan shall address appropriate continuity of grant management and supervision of AmeriCorps members.

- G. Grantee shall require AmeriCorps members to help plan and implement three (3) special community service projects in coordination with Nevada Volunteers staff. These media-worthy events should have significant impact on one of the five (5) AmeriCorps service focus areas and meet a local community need. Members are required to recruit, train and supervise a substantial number of community volunteers to implement the projects. A press release will announce the event. Digital photographs can be forwarded to Nevada Volunteers for inclusion in press releases and newsletters. Programs are encouraged to collaborate regionally with other AmeriCorps programs or CNCS programs (e.g. Senior Corps, Learn and Serve, VISTA). Required projects dates are:

**National Day of Remembrance (September 11, 2009)**  
**Martin Luther King Memorial Holiday (January 18, 2010)**  
**National Volunteer Week (April 18 – 24, 2010)**

- H. Grantee shall recognize NCNCS as the local source of its federal AmeriCorps funding and make note of this in its program advertising, marketing and recruiting. (For example: "This AmeriCorps program is made possible through a generous grant from Nevada Volunteers"). It shall also use Nevada Volunteers' logo for AmeriCorps advertising and recruitment whenever possible.
- I. Grantee shall regularly maintain the Corporation's AmeriCorps Portal and program recruitment web page (eGrants) and regularly update program information with accurate and up to data.
- J. Grantee shall actively seek to recruit persons with disabilities to be AmeriCorps members and include: "Persons with disabilities are encouraged to apply" in all of its recruitment advertising and marketing materials.
- K. Grantee understands that AmeriCorps members may NOT fundraise to meet the program's federal match requirements.
- L. Grantee agrees to implement Nevada Volunteers' policies and procedures to administer Nevada Disability Surveys to all of its members in a timely manner. Surveys should be mailed to Nevada Volunteers' Henderson address.
- M. Grantee shall comply with the Corporation's requirements that all AmeriCorps members and AmeriCorps grant-funded employees who have substantial direct contact with vulnerable populations (children, persons with disabilities and persons over the age of 60) shall conduct criminal background checks (by fingerprints) and National Sex Offender Registry searches on these members or employees as part of the screening process. Proof of both checks shall be maintained in the member file or the employee's human resource file.
- N. Grantee agrees to require the AmeriCorps Program Director, who is responsible for the programmatic management of this subgrant and the financial manager, who is responsible for the financial management of this subgrant, to attend preaward orientations provided by Grantor annually.
- O. Grantee must institute safeguards as necessary and appropriate to ensure the safety of Members. Grantee should have an adequate safety plan in place that is

reviewed annually. Members may not participate in projects or service activities that pose undue safety risks.

- P. In order to help fulfill the Corporation's mandate that AmeriCorps members be actively engaged in recruiting and managing community volunteers, Grantee agrees to utilize Nevada Volunteers' *Volunteer Match* web-based tool to post and maintain volunteer opportunities.
- Q. To help pay the administrative costs associated with this Subgrant and its monitoring, Grantor will collect a state commission 1% fixed amount fee annually from Subgrantee. To allocate the commission share of the amount: Multiply the sum of the Corporation share of Sections I and II of the budget by 1.05% (i.e. 0.0105). This amount is the total Nevada Volunteers will retain to administer the Subgrant.
- R. Grantee agrees to maintain and enforce human resource policies and procedures regarding harassment, fraternization and nepotism. Program staff and AmeriCorps members should be thoroughly trained regarding these issues.

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

- A. The Corporation for National & Community Service requires complete grant close-out for all grants that have operated for a three year period. Federal regulations require that this occurs within ninety (90) days of the end of the grant. Grantor will notify Grantee of needed close out documents. In general, those documents will include:
- Final Federal Financial Report: SF 269 A: The final form may not be available on WBRS at the time of your close out. The Final Federal Financial Report must be cumulative, covering the entire grant period, and should reflect the required percentage of matching funds that you have agreed to contribute under the terms of the grant.
  - Equipment Inventory of items purchased with Federal grant funds with a current per unit fair market value of \$5,000 or more, or a written statement that there are no such items.
  - Inventory of unused or residual supplies purchased with Federal grant funds which in the aggregate exceed \$5,000, or a written statement that such supplies (if any) do not exceed \$5,000.00.
  - Grantee Certification (if applicable).

In addition, if you have drawn funds under the grant but not expended them, you will also need to return the funds by check made payable to the Department of Health and Human Service, via the Grantor.

If Grantee secured a copyright or patent on any material or device paid for with funds awarded under this grant, please provide the Grantor with a written confirmation describing the specific nature of the copyright or patent obtained.

**B. Disposition of Equipment**

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

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

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

After Grantee forwards the required documents to the Corporation, Grantee will advise you in writing that the grant award is closed. Please note that the closeout of a grant does not affect:

- (1) the requirement to retain records pursuant to the grant provisions.
- (2) the requirement and right for audit pursuant to the grant provisions.
- (3) the right of the Corporation to disallow costs and recover funds on the basis of an A-133, A-128 or other audit or other review.
- (4) the obligation of the grantee to return any funds due the Commission or Corporation as a result of later refunds, corrections, cost disallowance or other actions.

**Section XI. Termination of Subgrant for Cause and/or Suspension of Payments**

If, for any reason, the Grantee fails to fulfill its obligations in a timely and proper manner, or violates this sub grant, Grantor may terminate this subgrant by giving written notice to Grantee specifying the effective date of termination. In such event, Grantee will not be relieved of liability for damages sustained by the Grantor. In addition to or in lieu of termination, Grantor may immediately suspend payments until the exact amount of damages is determined and paid to Grantor or the cause of suspension is cured by appropriate action.

**Section XII. Termination of Subgrant by Grantee**

Grantee may terminate this sub grant if the Grantor fails to fulfill the obligations as specified in Section II. If the Grantee terminates this sub grant, Grantee shall give written notice to Grantor specifying the effective date thereof at least 30 days before the effective date of such termination.

**Section XIII. Credit Due on Termination**

On termination pursuant to Section IX and X, Grantor shall give full credit to Grantee for any costs incurred in properly performing its obligations under this subgrant agreement prior to termination.

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

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

#### **Section XV. Failure of Enforcement is Not A Waiver**

Failure of Grantor to enforce at any time any of the provisions of this sub grant shall in no way be construed to be a waiver of such provisions, nor in any way affects the validity of this sub grant or any portion thereof, or the right of Grantor to thereafter enforce each and every such provision.

#### **Section XVI. Recovery of Funds**

If the final inspection, audit, or other review by CNCS or Grantor, the State, or any other authorized entity determines that payment made under this agreement exceeds the amount of actual eligible costs, the Grantee shall, within forty-five (45) days of receipt of the determination notice, repay the Grantee the amount determined to be in excess of the actual costs.

#### **Section XVII. Special Conditions of this Subgrant Agreement**

There are no special conditions of this subgrant at this time.

#### **Section XVII. Assurances and Certifications**

By signing and submitting this agreement, as the duly authorized representative of the applicant, you certify that the applicant will comply with the Assurances and Certifications described below:

#### **ASSURANCES**

As the duly authorized representative of the applicant, I certify, (to the best of my knowledge) and belief, that the applicant:

1. Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of program costs) to ensure proper planning, management, and completion of the program described in this application.
2. Will give the awarding agency, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with all rules regarding prohibited activities, including those stated in applicable application guidelines, grant provisions, and program regulations, and will ensure that no assistance made available by the Corporation will be used to support any such prohibited activities.
6. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
7. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686). which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990 or the Domestic Volunteer Services Act, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
8. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of federal participation in purchases.
9. Will comply, as applicable, with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-7), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification, and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16U.S.C. 469a-1 et seq.).
15. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, application guidelines, and policies governing this program.

## **CERTIFICATIONS**

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

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, Section 85.510, *Participants' responsibilities*.

- A. As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:
- Is presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from covered transactions by any federal department or agency.
  - Has, within a three-year period preceding this application, been convicted of, or had an adverse civil judgment entered in connection with, fraud or other criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - Is presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification, and
  - Has not, within a three-year period preceding this application, had one or more public transactions (federal, state or local) terminated for cause or default;
- B. If you are unable to certify to any of the statements in this certification, you must attach an explanation to this application.

### **Certification - Drug-Free Workplace**

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 34 CFR Part 85, Subpart F. The regulations require certification by grantees, prior to award, that they will maintain a drug-free workplace. The certification set out below is a material representation of fact upon which reliance will be placed when the agency determines to award the grant. False certification or violation of the certification may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 34 CFR Part 85, Section 85.615 and 85.620).

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

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about-
  - the dangers of drug abuse in the workplace,
  - the grantee's policy of maintaining a drug-free workplace.
  - any available drug counseling, rehabilitation, and employee assistance programs, and
  - the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
- C. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (A);
- D. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
  - abide by the terms of the statement, and
  - notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- E. Notifying us within ten days after receiving notice under subparagraph (D) from an employee or otherwise receiving actual notice of such conviction;
- F. Taking one of the following actions, within 30 days of receiving notice under subparagraph (D), with respect to any employee who is so convicted-
  - Taking appropriate personnel action against such an employee, up to and including termination; or
  - Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- G. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (F).

## **Certification - Lobbying Activities**

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, sub grants, and contracts under grants, loans and cooperative agreements) and that all sub recipients will certify and disclose accordingly.

**SUBGRANT SIGNATURES**

**GRANTOR:**

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

**GRANTEE:**

**Parasol Tahoe Community Foundation  
948 Incline Way  
Incline Village, Nevada 89451**

Approved for the Grantee by:

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**Claudia Andersen, President**

**Date**

Approved for the Grantor by:

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**Shawn R. Lecker-Pomaville, Chief Executive Officer**

**Date**

This Subgrant Agreement has been reviewed by:

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**Allison Becker, AmeriCorps Program Director**

**Date**