

## 2020 Terms and Conditions for AMERICORPS STATE and NATIONAL GRANTS

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

*Due to COVID-19, CNCS has provided guidance that informs the applicability, implementation, or enforcement of the terms and conditions due to legislative changes and new facts that support discretionary agency action. Please refer to the [COVID-19 FAQs](#).*

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## **I. CHANGES FROM THE 2019 AMERICORPS GRANT TERMS AND CONDITIONS**

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

*The following revisions were made to the 2019 AmeriCorps Grant Terms and Conditions:*

- Added references to Portfolio Managers, applicable to awards that have transitioned to the regions, as opposed to the Grants Officer or Program Officer, applicable to awards that have not yet transitioned.
- Changed Office of Grants Management to Office of Grant Administration (OGA) and updated Grants Officer titles to Grants Award Specialist.
- Section IV.B. – Added the Application and Other Fees section.
- Section IV.C. – Re-titled the section from pre-enrollment of selected member to enrollment of selected members. Added enrollment must be completed no later than 8 calendar days from the member's start date.
- Section IV.F. – Changed to funding may be available for reasonable accommodation, from is available.
- Section IV.H. – Added programs must exit members before being re-enrolled in another term of service.
- Section V.B. – Added the start date in the Portal is the effective date of the service agreement.
- Section V.C. – Added Census Activities and Election and Polling Activities to the list of prohibited activities.
- Section V.C. – Added when possible for posting a list of prohibited activities.
- Section V.E. – Added the section on Teleservice.
- Section V.F. – Added the section on AmeriCorps members as Team Leaders.
- Section V.I. – Added the section on Jury Duty.
- Section VI.C.1. – Added healthcare or childcare costs are not available for less than full-time members unless serving in a full-time capacity.
- Section VII. – Added Compelling Personal Circumstances for Pregnancy/Childbirth.
- Section VIII.C.5 – Added Unemployment Insurance.
- Section VIII.E. – Added the section on Temporary Leave, HealthCare, and Benefits.

- Section VIII.F. – Removed reference to FAQs to AmeriCorps Childcare Website.
- Section XI.A. – Added program reporting requirements for AmeriCorps planning grants.
- Section XI.B. – Added financial reporting requirements for AmeriCorps planning grants.
- Section XVI – Changed the name from full-time fixed amount awards to full-cost fixed amount awards. (Removed references to full-time fixed amount grants throughout.)
- Section XVI – Added CARES act language for fixed amount grants with members affected by COVID-19.
- XVII – Removed the section on Breaches of Personally Identifiable Information as it exists in the General Terms and Conditions.

## II. DEFINITIONS

- A. **Recipient**, for the purposes of this agreement, means the direct recipient of this award. The recipient is legally accountable to CNCS for the use of award funds, or member positions, and is bound by the provisions of the award. The recipient is responsible for ensuring that subrecipients or other organizations carrying out activities under this award comply with all applicable Federal requirements, including the CNCS General Terms and Conditions, these specific terms and conditions, regulations applicable to the program, and the NCSA.
- B. **Planning Grant**, for the purposes of this agreement, is an award or subaward for the planning of a national service program. State Service Commissions may also award planning grants as part of their Formula Cost Reimbursement prime award. Planning grants do not include member positions. Planning grants are awarded for a maximum of one year and may not exceed \$75,000 per program.
- C. **Subrecipient** refers to an organization receiving AmeriCorps award funds or member positions from a recipient of CNCS funds. See 2 CFR § 200.93.
- D. **Operating site** means the organization that manages the AmeriCorps program and places members into service locations. State subrecipients (programs) are operating sites. National recipients must identify at least one operating site to which they can assign service locations in the state where they are placing members.
- E. **Program** refers to the activities supported under the award.

- F. **Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the Portal, although the program must select only one for the member's primary assignment.
- G. **Member or participant** means an individual:
1. Who has been selected by a recipient or subrecipient to serve in an approved national service position;
  2. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
  3. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the NCSA (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
  4. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 U.S.C. § 1091.
- H. **NCSA** means the National and Community Service Act of 1990, as amended. See 42 U.S.C. §§ 12501-12657.

### III. **AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE PROGRAM**

- A. **Identification as an AmeriCorps Program or Member.** The recipient shall identify the program as an AmeriCorps program and members as AmeriCorps members. All agreements with subrecipients, operating sites, or service locations, related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.
- B. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo. All recipient and subrecipient websites shall clearly state that they are an AmeriCorps

recipient and shall prominently display the AmeriCorps logo. Recipients and subrecipients shall use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, on-line position postings or other recruitment materials, orientation materials, member curriculum materials, signs, banners, websites, social media, press releases, and publications related to their AmeriCorps program in accordance with CNCS requirements.

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

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

#### **IV. MEMBER RECRUITMENT, SELECTION, AND EXIT**

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

- A. **Member Listings/Position Descriptions in the My AmeriCorps Portal.** Programs must list all of their member listings/position descriptions by creating Service Opportunity Listings in the My AmeriCorps Portal.
- B. **Application and Other Fees.** Charging an application or other fee to a prospective member to apply to serve as an AmeriCorps member is not allowed. Programs may charge application fees to prospective members who are applying to their educational institution or participating in their academic program if such fees are required of all applicants, but not for applying to serve as an AmeriCorps member.

For National Service Criminal History Checks, CNCS has allowed grant recipients to have applicants front the cost as long as applicants are reimbursed for the expense. This is for both applicants that are selected and those that are not.

- C. **Enrollment of selected members.** Programs must enter applicants into the Portal *prior* to their first day of service and in sufficient time to ensure that the future member is citizenship eligible. Program staff must also certify that the future member's required NSOPW has been run, reviewed, and approved as well as the State and/or FBI criminal history checks initiated no later than their first day of service. Applicants will not be permitted to enroll in the National Service Trust prior to those steps occurring. Enrollment must be completed no later than 8 calendar days from the member's start date.
- D. **Notice to CNCS's National Service Trust.** The recipient must notify CNCS's National Service Trust, via the My AmeriCorps Portal, within 30 days of a member's completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must complete their own enrollment and exit forms on-line in the My AmeriCorps Member Portal except in rare cases when the recipient program has received written approval to waive this requirement from the Director of AmeriCorps State and National or her/his designee.

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

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

disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. As such, inquiries about the need for reasonable accommodation should take place after a member has been offered an AmeriCorps position. There may be funding available from CNCS to offset the recipients' costs on a first come, first serve basis. Please email [Accommodations@cns.gov](mailto:Accommodations@cns.gov) for more information.

- G. **Assigning Members to Service Locations.** The recipient is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps Portal for all members within eight (8) calendar days of members' starting a term of service. The recipient is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select as the site where the member serves the majority of his or her hours as the member's primary assignment. However, all service locations must be listed in the Portal.
  
- H. **Completion of Terms of Service.** The recipient must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within 30 days of the end of their term of service. If this grant award expires or is not renewed, a member who was scheduled to continue in a term of service may either be placed in another program, where feasible, or if the member has completed at least 15% of the service hour requirement, the member may receive a pro-rated education award.

While programs have up to 30-days to report a member's completion of service, for those individuals intending to re-enroll in AmeriCorps, programs must exit the members before they can be re-enrolled in another term of service.

- I. **Member Exit.** In order for a member to receive an education award from the National Service Trust, the recipient must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service and is eligible to receive the education benefit. The recipient (and any individual or entity acting on behalf of the recipient) is responsible for the accuracy of the information certified on the end-of- term certification.

***Penalties for false information:*** Any recipient who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil sanctions. Any individual involved in making a materially false statement may be subject to criminal sanctions. If CNCS determines that the certification of a member's hours is erroneous, the award recipient may be charged for any payment or potential payment from the National Service Trust. In assessing the amount of the charge, CNCS shall consider the full facts and circumstances surrounding the erroneous or incorrect certification. (see 42 U.S.C. §12602a(b)).

## V. SUPERVISION AND SUPPORT

- A. **Planning for the Term of Service.** The recipient must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The recipient is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and nondisplacement requirements (see 45 CFR § 2540.100), or exceeding the limitations on allowable fundraising activity (see 45 CFR §§ 2520.40.45). The recipient must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to CNCS upon request. The recipient must ensure that each member has sufficient opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the recipient must account for holidays and other time off and must provide each member with sufficient opportunity to make up missed hours.
- B. **Member Service Agreements.** The recipient must require that each member sign a member service agreement that includes, at a minimum, the following:
1. Member position description;
  2. The minimum number of service hours (as required by statute) and other requirements (as developed by the recipient) necessary to successfully complete the term of service and to be eligible for the education award;

3. The amount of the education award being offered for successful completion of the terms of service in which the individual is enrolling;
4. Standards of conduct, as developed by the recipient or sub recipient;
5. The list of prohibited activities, including those specified in the regulations at 45 CFR § 2520.65 (see paragraph C, below);
6. The text of [45 CFR §§ 2540.100\(e\)-\(f\)](#), which relates to Nonduplication and Nondisplacement;
7. The text of [45 CFR §§ 2520.40-.45](#), which relates to fundraising by members;
8. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 *et seq.*);
9. Civil rights requirements, complaint procedures, and rights of beneficiaries;
10. Suspension and termination rules;
11. The specific circumstances under which a member may be released for cause;
12. Grievance procedures; and
13. Other requirements established by the recipient.

The recipient should ensure that the service agreement is signed on or before commencement of service but the effective date will not be before the member is enrolled in the AmeriCorps Portal

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

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory

- religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
    - a. A business organized for profit;
    - b. A labor union;
    - c. A partisan political organization;
    - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
    - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless CNCS assistance is not used to support those religious activities;
  9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
  10. Providing abortion services or referrals for receipt of such services; and
  11. Such other activities as CNCS may prohibit.

In addition to the above activities, the below activities are additionally prohibited:

**Census Activities.** AmeriCorps members and volunteers associated with AmeriCorps grants may not engage in census activities during service hours. Being a census taker during service hours is categorically prohibited. Census-related activities (e.g., promotion of the Census, education about the importance of the Census) do not align with AmeriCorps State and National objectives. What members and volunteers do on their own time is up to them, consistent with program policies about outside employment and activities.

**Election and Polling Activities.** AmeriCorps member may not provide services for election or polling locations or in support of such activities.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals

may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing engaging in any of the above activities on their personal time.

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

- D. **Supervision.** The recipient must provide members with adequate supervision by qualified supervisors consistent with the award. The recipient must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by CNCS. The recipient must ensure that no more than 20 percent of the aggregate of all AmeriCorps member service hours are spent in education and training activities as set forth in 45 CFR § 2520.50.
- E. **Teleservice.** AmeriCorps members should generally be providing service directly to the people and in the communities where they serve rather than performing service remotely. Therefore, teleservice should be limited to certain situations. Teleservice—like all service—should have appropriate documentation, supervision and oversight.

A grantee may determine that teleservice is appropriate based on the situation (e.g., COVID-19 public health emergency) and type of service being delivered (e.g., tutoring via telephonic or video conference). Teleservice is appropriate only when the activity can be meaningfully supervised and the hours verified independently. If a grantee or subgrantee determines that its AmeriCorps members will be allowed to teleserve, the grantee must establish or update an existing policy to address the following:

- Expectations of the communication requirements between supervisors and teleserving members
- Mitigation of the increased risk of time and attendance abuse
- Appropriate supervision including validation of the activities to be performed (and accompaniment, as necessary), and
- Verification of hours claimed.

Further, the grantee should consider updating its insurance coverage to address legal liability attribution (for the grantee or teleserving member) for incidents that occur during teleservice.

- F. **AmeriCorps Members as Team Leaders.** Programs may create positions where AmeriCorps members provide an additional layer of leadership and support for members under certain conditions. All the activities and prohibitions that apply to AmeriCorps members also apply to Team Leaders. Team Leaders are not permitted to act in a staff capacity, including supervising members. Team Leaders must not be responsible for program development and coordination; however, they may assist by providing information and resources on best practices or by helping to develop portions of the program such as the training curriculum. Under no circumstances should an AmeriCorps member serving as a Team Leader be the individual legally responsible for the program or other members.

The Team Leader position description should emphasize activities that involve the member(s) in performing direct service or providing support to members engaged in direct service. Unallowable Team Leader activities include: signing member timesheets; evaluating member performance; disciplining AmeriCorps members; enrolling/dismissing AmeriCorps members; writing and/or signing program reports; managing the program's payroll and budget.

- G. **Performance Reviews.** The recipient must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for full-time members and an end-of-term written evaluation for all less-than-full-time members. The end-of-term evaluation should address, at a minimum, the following factors:
1. Whether the member has completed the required number of hours;
  2. Whether the member has satisfactorily completed assignments; and;
  3. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.
- H. **Timekeeping.** The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. The recipient must have a timekeeping system that is compliant with 2 CFR § 200.430.

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

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

- I. **Jury Duty.** The grantee must allow AmeriCorps members to serve on a jury without being penalized for doing so. During the time AmeriCorps members serve as jurors, they should continue to receive credit for their normal service hours, a living allowance, healthcare coverage and, if applicable, childcare coverage regardless of any reimbursements for incidental expenses received from the court.
- J. **Member Death or Injury.** The recipient must immediately report any member deaths or serious injuries to the designated CNCS Program Officer/Portfolio Manager.

## VI. CHANGES IN MEMBER POSITIONS

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

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

- C. **Changing a Term of Service for an enrolled Member.** Changes in terms of service for enrolled members may not result in an increased number of MSYs for the program.
1. **Full-time.** State Commissions and National Direct Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. CNCS-provided or funded healthcare or childcare costs are not available for less than full-time members unless they are serving in a full-time capacity (see section VIII.D. and E.). Recipients and subrecipients may not transfer currently enrolled full-time members to a less than full-time status simply to provide the member a less than full-time education award.
  2. **Less than Full-time.** CNCS discourages changing less than fulltime members to full-time because it is very difficult to manage, unless done very early in the member’s term of service. State Commissions and Direct recipients (including National Direct, State Direct, Tribal, Territory Direct, and Education Award Only recipients) may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must keep in mind that a member’s minimum 1700 hours must be completed within 12 months of the member’s original start date.
  3. **Refilling Member Positions.** With the exception of recipients whose awards have special award conditions under 2 CFR §§ 200.207 or 200.338, AmeriCorps State and National programs that have fully enrolled their awarded member positions are allowed to replace any member who terminates service before completing 30 percent of his/her term *provided that the member who is terminated is not eligible for and does not receive a pro-rated education award.* Programs may not refill the same member position more than once.  
As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, CNCS will suspend refilling if either:
    - a. Total AmeriCorps enrollment reaches 97 percent of awarded member positions; or
    - b. The number of refills reaches five percent of awarded member positions.
  4. Direct recipients may transfer refill member positions between operating sites as long as they can ensure and document that the same member position is not refilled more than once. Recipients and subrecipients will require the assistance of a CNCS Program Officer/ Portfolio Manager in order to transfer refill member

positions between operating sites. Refilled member positions may not be combined with unfilled member positions.

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

## VII. RELEASE FROM PARTICIPATION

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

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

***Compelling Personal Circumstance for Pregnancy/Childbirth:*** Pregnancy and/or childbirth could be determined by the grantee to be compelling personal

circumstances if the member requests it. The program cannot require a member to justify wanting to leave a term of service for pregnancy. Likewise, a program cannot require that a member leave their term of service due to a pregnancy – that would be an instance of discrimination on the basis of gender in violation of CNCS’s anti-discrimination policy. A full-time member might qualify under the Family Medical Leave Act if the member is covered, or the program could suspend the member so that the member can return some time in the future (within 2 years) to complete their term of service.

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

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

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

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

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

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

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

C. **Taxes and Insurance.**

1. **Liability Insurance Coverage.** The recipient is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
2. **FICA (Social Security and Medicare taxes).** Unless the recipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the recipient must pay FICA for any member receiving a living allowance. The recipient also must withhold 7.65% from the member's living allowance.
3. **Income Taxes.** The recipient must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The recipient must comply with any applicable state or local tax requirements.
4. **Worker's Compensation.** Some states require worker's compensation for AmeriCorps members. Recipients must check with State Departments of Labor or state commissions to determine worker's compensation requirements. If worker's compensation is not required, recipients must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in- service injury or incidents.
5. **Unemployment Insurance.** The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for members because no employer-employee relationship exists. The grantee may not charge the cost of unemployment insurance taxes to the grant unless mandated by state law. Programs are responsible for determining the requirements of state law by consulting their State Commission, legal counsel, or the applicable state agency.

- D. **Healthcare Coverage.** Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the recipient must provide, or make available, healthcare insurance to those members

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

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for healthcare benefits. Programs may provide health insurance to less-than-full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a full-time capacity when his/her regular term of service will involve performing service on a normal full-time schedule for a period of six weeks or more. A member may be serving in a full-time capacity without regard to whether his/her agreed term of service will result in a full-time Segal AmeriCorps Education Award.

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

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

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

Members have 60 days from the triggering event to select a plan.

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

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

- E. **Temporary Leave, Healthcare, and Benefits.** If temporary leave is appropriate, grantees have the flexibility to determine the duration of the absence and may choose to continue providing health or other benefits to the member during the period of absence. The member may be suspended (via compelling personal circumstances) during the period of temporary leave. If suspended, the member may not receive a living allowance.

The length of the leave should be based on two considerations: (1) the circumstances of the situation; and (2) the impact of the absence on the member's service experience and on the overall program. If the disruption would seriously compromise the member's service experience or the quality of the program as a whole, then the grantee may offer the member the option of rejoining the program in the next class or completely withdrawing from the program.

The Federal Family Medical Leave Act, (FMLA) applies to full-time staff and members that have served for more than 12 months and at least 1,250 hours when the grantee has 50 or more employees/members at a work/service site per 29 U.S.C. 2611. *See* 42 U.S.C. 12631; 45 CFR § 2540.220.

- F. **Administration of Childcare Payments.** In general, CNCS will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, 45 CFR § 2522.250. CNCS will not cover childcare costs for members who serve on a less than full-time basis for a sustained period of time, or who have ceased serving. Programs may provide childcare to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Recipients that choose to provide childcare and will

claim the costs of childcare as matching costs, as approved in their budget, may contact the childcare contractor for technical assistance. The criteria for member eligibility are contained in 45 CFR § 2522.250. Also, see the AmeriCorps Childcare Benefits Program website (<https://americorpschildcare.com/>) for more detailed information on childcare benefits.

- G. **Notice to Childcare Benefit Administrator and Providers.** The program must notify CNCS's designated agents in writing within five business days after a member's status changes in a manner that affects the member's eligibility for childcare. After five days, the recipient will be liable for any erroneous payments made to a childcare provider for an AmeriCorps member ineligible to receive AmeriCorps childcare benefits. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis, terminating or releasing a member from service, suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member for cause and/or other disciplinary actions, and/or any other change in the member's service status that could have an impact on childcare benefit eligibility. Program directors should contact the childcare provider on childcare related changes.

## IX. MEMBER RECORDS AND CONFIDENTIALITY

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

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

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

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

1. Storage of the records in a physically accessible location;
  2. Clear and accurate labeling of all records; and
  3. Storage of the records in a usable, readable format.
- B. **Verification of Eligibility.** Unless an individual's social security number and citizenship are verified through the My AmeriCorps Portal, the recipient must obtain and maintain documentation as required by 45 CFR § 2522.200(c). Programs that receive notice that one of their members was not verified – either the member's social security number or their citizenship was not verified – must provide the requested documentation to CNCS or they will not be able to enroll the applicant in the program. Enrolling in the My AmeriCorps Portal requires members to certify their high school status. Such certification fulfills the recipient's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the recipient must retain a copy of the supporting evaluation.
- C. **Confidential Member Information.** The recipient must maintain the confidentiality of information regarding individual members. The recipient must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Recipients may release aggregate and other non-identifying information and are required to release member information to CNCS and its designated contractors. The recipient must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this award.
- D. **National Service Criminal History Check.** The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.200 - .207. See also [<https://www.nationalservice.gov/resources/criminal-historycheck>] for more information on how to correctly conduct and document the NSCHC. You must maintain documentation of the NSCHC, including the results or summary of the component checks. Failure to adhere to the NSCHC requirements may result in sanctions, including disallowance of all or part of the costs associated with the non-compliance or other remedies that may be legally available (see 2 CFR § 200.338).

## X. BUDGET AND PROGRAMMATIC CHANGES

A. **Programmatic Changes.** The recipient must first obtain the prior written approval of the CNCS Program Officer/Portfolio Manager before making any of the following changes (1-3):

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

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

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

C. **Budgetary Changes.** The recipient must obtain the prior written approval of CNCS's Office of Grant Administration before deviating from the approved budget in any of the following ways:

1. Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal awards at 2 CFR Parts 200 and 2205. Certain cost items in 2 CFR Parts 200 and 2205 require approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.
2. Purchases of Equipment over \$5,000 using award funds, unless specified in the approved application and budget.

3. Unless the CNCS share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by CNCS. The total budget includes both the CNCS and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

D. **Approvals of Programmatic and Budget Changes.** CNCS's Grant Award Specialists/ Portfolio Managers are the only officials who have the authority to alter or change the terms and conditions or requirements of the award. The CNCS Grant Award Specialists/ Portfolio Manager will execute written amendments, and recipients should not assume approvals have been granted unless documentation from the Office of Grant Administration has been received. Programmatic changes also require final approval of CNCS's Office of Grant Administration after written recommendation for approval is received from the Program Officer/ Portfolio Manager.

E. **Exceptions for Fixed Amount Awards.** Recipients with Fixed Amount awards are not subject to the requirements in Section C., Budgetary Changes, above.

## XI. REPORTING REQUIREMENTS

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

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

For AmeriCorps program grants (grants that include member positions), the Progress Report schedule is as follows:

<u>Due Date</u>	<u>Reporting Period Covered</u>
December 31	Start of award year through September 30

AmeriCorps planning grants awarded directly by CNCS submit only a Final Progress Report (see section F).

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

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

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

AmeriCorps planning grants awarded directly by CNCS submit only a Final Financial Report (see section E).

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

- C. **Reporting Other Federal Funds.** The recipient shall report the amount and sources of federal funds, other than those provided by CNCS, claimed as matching funds. This includes other federal funds expended by subrecipients and operating sites and claimed as match. This information shall be reported annually on the financial report due October 31<sup>st</sup> or at the time the final financial report is submitted if the final report is due prior to October 31<sup>st</sup>. Fixed Amount recipients are not required to report this information.
- D. **Requests for Extensions.** Each recipient must submit required reports by the given dates. Extensions of reporting deadlines will be granted only when: 1) the report cannot be furnished in a timely manner for reasons, in the determination of CNCS, legitimately beyond the control of the recipient; and, 2) CNCS receives a written request explaining the need for an extension before the due date of the report.

Extensions of deadlines for financial reports may only be granted by the CNCS Grant Award Specialist/ Portfolio Manager, and extensions of deadlines for progress reports may only be granted by the CNCS Program Officer/Portfolio Manager.

- E. **Final Financial Reports.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. This final report is due no later than 90 days after the end of the project period.
- F. **Final Progress Reports.** A recipient must submit, in addition to the last annual progress report, a final progress report. This final report is due no later than 90 days after the end of the project period.
- G. **Financial Reports for Fixed Amount Awards.** Fixed Amount recipients are not required to submit financial reports to CNCS, including the final financial report.

## **XII. AWARD PERIOD AND INCREMENTAL FUNDING**

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

Unless otherwise specified, the award covers a three-year project period. In approving a multi-year project period, CNCS generally makes an initial award for the first year of operation. Additional funding is contingent upon satisfactory performance, a recipient's demonstrated capacity to manage an award and comply with award requirements, and the availability of Congressional appropriations. CNCS reserves the right to adjust the amount of an award, or elect not to continue funding for subsequent years. The project period and the budget period are noted on the award document.

A planning grant covers a one-year project period.

## **XIII. PROGRAM INCOME**

- A. **General.** Income, including fees for service earned as a direct result of the award-funded program activities during the award period, must be retained by the recipient and used to finance the award's non-CNCS share.
- B. **Excess Program Income.** Program income earned in excess of the amount needed to finance the recipient share must follow the appropriate requirements of 2 CFR Part 200 and be deducted from total claimed costs. Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.

- C. **Fees for Service.** When using assistance under this award, the recipient may not enter into a contract for or accept fees for service performed by members when:
1. The service benefits a for-profit entity,
  2. The service falls within the other prohibited activities set forth in these award provisions, or
  3. The service violates the provisions of 42 U.S.C. § 12637 – Nonduplication and Nondisplacement.
- D. **Full-Cost and Professional Corps Fixed Amount Awards.** The recipient must notify its CNCS Grant Award Specialist/ Portfolio Manager if it earns program income in excess of the amounts needed to cover all expenditures under the award. The CNCS Grant Award Specialist/ Portfolio Manager will determine the disposition of the excess program income.

#### **XIV. SAFETY**

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

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

All recipients and subrecipients **must** complete CNCS's National Service Criminal History Check (NSCHC) training every year. The CNCS designated e-course provides a thorough overview of the requirements and can be found at: <https://cncsonlinecourses.litmos.com>. Please use the link <https://cncsonlinecourses.litmos.com/self-signup> and code CNCS-Litmos to set up your Litmos account. Each grant recipient and subrecipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the recipient or subrecipient. The grant recipient and subrecipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients and subrecipients should save certificates of completion from each year as grant records.

#### **XVI. FIXED AMOUNT AWARDS**

Fixed Amount awards are not subject to the cost principles in 2 CFR, Part 200, Subpart E. Fixed Amount awards must comply with the remaining provisions of

2 CFR Part 200, including Subpart F relating to audit requirements. Fixed Amount awards include Education Award program (EAP) Fixed Amount awards, Professional Corps Fixed Amount awards, and Full-cost Fixed Amount awards.

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

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

For full-cost and Professional Corps fixed amount awards, the recipient may draw funds from the HHS Payment Management System based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served. Bi-annually, in some cases quarterly, and at closeout, CNCS will calculate the final amount of the award for the year or entire project period (at closeout) based on the number of successfully completed terms of service (as certified by the program) as well as the hours served that were not certified as successfully completed.

The CARES Act provides flexibilities for fixed amount grants with members affected by COVID-19: c) No Required Return of Grant Funds.--Notwithstanding section 129(l)(3)(A)(i) of the National and Community Service Act of 1990 (42 U.S.C. 12581(l)(3)(A)(i)), the Chief Executive Officer of the Corporation for National and Community Service may permit fixed-amount grant recipients under such section 129(l) to maintain a pro rata amount of grant funds, at the discretion of the Corporation for National and Community Service, for participants who exited, were suspended, or are serving in a limited capacity due to COVID-19, to enable the grant recipients to maintain operations and to accept participants.