

COST SHARE MEMORANDUM OF AGREEMENT FOR AMERICORPS VISTA PROJECTS

Effective October 1, 2019



TABLE OF CONTENTS

I. Purpose of the Memorandum of Agreement (MA) and Provisions.....	2
II. Definitions.....	2
III. CNCS Responsibilities.....	3
IV. Sponsor Responsibilities.....	4
V. Reporting Requirements.....	8
VI. Other Legal Requirements.....	9
VII. Affiliation with AmeriCorps VISTA.....	14
VIII. Cost Share Payment Requirements.....	14

I. Purpose of the Memorandum of Agreement (MA) and Provisions

This Memorandum of Agreement and its Provisions (“MA” or “Memorandum of Agreement”) constitute a binding agreement between the Corporation for National and Community Service (CNCS) and the Sponsor regarding its AmeriCorps VISTA Project. This Memorandum of Agreement details the number of AmeriCorps VISTA members that may be assigned to the Sponsor, the respective roles and responsibilities of CNCS and the Sponsor regarding the operation of its VISTA project, and the full range of legal requirements of the Sponsor in the programmatic operations of its VISTA project. The assignment of AmeriCorps VISTA members under this MA is subject to the Sponsor’s acceptable past performance, if applicable, and to the availability of funds. It is the Sponsor’s responsibility to ensure that the MA is signed by an authorized representative empowered to enter legal agreements with the Federal Government.

The Memorandum of Agreement is signed electronically in CNCS’s electronic grant management system by both parties. On the rare occasion that a Sponsor is unable to electronically sign the MA, documentation of that restriction must be provided to CNCS in advance. The electronic signature process will still be required to process the Project Application, but a scanned version of the physical MA (as approved by the CNCS Office of General Counsel) with physical signatures will be uploaded to the system and will supersede the digital MA and Provisions.

To the extent CNCS awards any grant funds associated with this Agreement, neither this Agreement, nor its Provisions, shall go into effect until the date of CNCS’s award of the grant funds as set forth in the Notice of Grant Award.

II. Definitions

1. **Sponsor** refers to the non-profit organization or government agency that applies for and receives an award to place AmeriCorps VISTA members, and if applicable, receive a VISTA Support or Program grant.
2. **Project** refers to the set of activities, as set forth in the Project Application, for which the federal award of VISTA resources was made.
3. **Site** refers to an organization, usually separate from the Sponsor that hosts AmeriCorps VISTA members who were assigned to the Sponsor’s VISTA Project, and where the AmeriCorps VISTA members perform service activities.
4. **Service Location** refers to an organization not hosting or receiving AmeriCorps VISTA members that directly benefits from the services of one or more VISTA members, as set forth in the Project Application.
5. **Memorandum of Understanding (MOU)** refers to the agreement document between the Sponsor and each of its Sites as outlined in Section IV, Number 4.

6. **Applicant** and **Candidate** are used to refer to individuals seeking to enroll in the AmeriCorps VISTA program. An applicant is an individual who has applied to one (1) or more VISTA service opportunities created by the Sponsor and is awaiting further action on their application. A candidate is an individual who is recommended by the Sponsor to be selected to serve in the VISTA program and whose completed application has been approved by CNCS. Neither an applicant nor a candidate is a member, and neither an applicant nor a candidate is currently enrolled in the VISTA program.
7. **Member** refers to an individual that has taken the Oath of VISTA service and is currently enrolled in the AmeriCorps VISTA program. This term may refer to VISTAs, Leaders and/or Summer Associates.

III. CNCS Responsibilities

- 1) **Recommendation and Selection.** Following the Sponsor's recommendation for selection, the CNCS Regional Office reviews the Applicant's application subject to suitability and eligibility requirements and the availability of funds. CNCS selects and assigns individuals to serve as AmeriCorps VISTA members with the Sponsor's project. All candidate selections and assignments are at the discretion of CNCS.
- 2) **VISTA Assignment Description (VAD).** Each member has a VISTA Assignment Description (VAD) that sets forth the scope of VISTA activities that the member is expected to perform during their service term at the Sponsor. As part of the recruitment process, the Sponsor will prepare a VAD for each VISTA position that is in alignment with the goals described in the Project Application. While VADs may be developed and proposed by the Sponsor, all VADs must be reviewed and approved by CNCS.
- 3) **Orientation and Training.** CNCS will provide candidates an online Member Orientation at the start of the service term and may provide additional training later in the service year. The Sponsor will provide On-Site Orientation and Training (OSOT) for members, and on-going training (online or face-to-face), as specified in the Project Narrative.

During the Member Orientation, which includes two extended webinars, CNCS will provide information regarding volunteer discrimination complaint rights and procedures and grievance rights and procedures, in accordance with Federal law and applicable regulations. Prior to the Member Orientation webinars, and throughout the service term, CNCS will make available to all candidates and members the AmeriCorps VISTA Member Handbook.

- 4) **Member Benefits.** CNCS will provide AmeriCorps VISTA members with any benefits to which each is eligible, as prescribed by statute and VISTA program policy. Depending on the eligibility and circumstances of each VISTA member, benefits may include a living allowance, relocation assistance, an end of service award, health benefits and child care coverage.

- 5) **Oversight.** CNCS will periodically review the use of its AmeriCorps VISTA members to achieve the objectives and perform the task(s) specified in the Project Application. This review may include monitoring and/or onsite visits and interviews with Sponsor staff, Site staff and the AmeriCorps VISTA members.
- 6) **Communication with Sponsor.** CNCS will provide the Sponsor timely information concerning applicable CNCS and AmeriCorps VISTA regulations, policies and procedures.
- 7) **Project Support.** CNCS will provide technical assistance to the Sponsor and, subject to the availability of funds, conduct training for the Sponsor's Project Director and/or Supervisor(s).
- 8) **Removal and Termination.** CNCS will promptly respond to written requests by the Sponsor to remove any AmeriCorps VISTA member from the project in accordance with AmeriCorps VISTA regulations, policies and procedures. CNCS will effect removals of AmeriCorps VISTA members from Sponsors, and effect early terminations from the AmeriCorps VISTA program of AmeriCorps VISTA members. CNCS has sole responsibility to effect a member's removal from a Sponsor and termination from the AmeriCorps VISTA program.

IV. Sponsor Responsibilities

- 1) **Project Operation Requirements.** The Sponsor will operate the project in accordance with the Domestic Volunteer Service Act of 1973 ("the Act"), other applicable Federal laws, regulations, and program policies, that are, or become, applicable to the AmeriCorps VISTA program. The Sponsor will also operate the project in accordance with the approved Project Application and this Memorandum of Agreement (MA). The Sponsor will also engage in best efforts to accomplish the goals set out for the AmeriCorps VISTA members in the Project Application, and comply with the Certifications and Assurances included within the Project Application.
- 2) **Community Involvement.** To the maximum extent practicable, the Sponsor and each of its Sites will consult with and involve the people of the community or communities to be served by AmeriCorps VISTA members in planning, developing, and implementing the project.
- 3) **Project Director/Supervisor and Site Supervisor Training.** Subject to the availability of funds, CNCS will conduct training for the Sponsor's Project Director and/or Supervisor(s). In such case, the Sponsor shall ensure that the individual named in the Project Application as the Project Director/Supervisor participates in such training and shall ensure the training of Site supervisors with the support of the CNCS Regional Office. In the event that the original Project Director and/or Supervisor is replaced, the Sponsor will ensure that replacement staff participate in the training.

- 4) **Intermediary Projects.** The Sponsor may carry out a VISTA project through, in part, one or more Sites. The Sponsor must enter into a Memorandum of Understanding (MOU) with each Site that is a separate legal entity. The MOU must have at least the following elements:
- a. Written understanding and agreement that the Site is required to properly ensure that all VISTA resources are used to carry out the VISTA project in conformity with all applicable CNCS laws, regulations, policies, procedures, program guidance and the MA Provisions;
 - b. Responsibilities of the parties and other program requirements;
 - c. Policies and procedures regarding requesting removal of VISTA members;
 - d. Records to be kept and reports on project and member progress to be submitted; and
 - e. Written understanding and agreement that while the Sponsor maintains responsibility for the Site's proper use of VISTA members, the Site may be held financially responsible to CNCS for the inappropriate use of all such VISTA resources by the Site.

The Sponsor retains the responsibility for compliance with this Memorandum of Agreement; any agreements that it has with Site(s); the Act, all other applicable federal laws, all applicable regulations; and all applicable policies, procedures, and program guidance issued by CNCS regarding the VISTA program. Evidence of each Site's eligibility to receive AmeriCorps VISTA resources must be maintained by the Sponsor and available for review by CNCS and the CNCS Office of Inspector General. The Sponsor shall not request or receive any compensation from any Site for services performed by a VISTA member or Summer Associate. The Sponsor shall not request or receive application fees or any other compensation from a potential Site or a potential service location as consideration for the Site or service location to operate as part of the Sponsor's project. The Sponsor shall not receive payment from, or on behalf of, any Site for costs associated with VISTA program assistance, except for reasonable and actual costs incurred by the Sponsor directly related to the Site's participation in a VISTA project.

- 5) **Site Support Payment (SSP).** The Sponsor may only receive payment from, or on behalf of, any Site, for reasonable and actual costs associated with VISTA program assistance incurred by the Sponsor directly related to the Site's participation in a VISTA project. Thus, Sponsors may only receive "Site Support Payments" (SSPs) for reasonable and actual costs incurred by the Sponsor directly related to the Site's participation in the VISTA project. SSPs may only be collected by Sponsors for expenses directly attributable to the VISTA project and that are not being funded by CNCS via a Support or Program grant. SSPs shall not be collected for any costs related to the Sponsor's overall operating expenses. SSPs are separate from, and must be treated separately from, funds that a Sponsor receives from a Site for the purpose of cost sharing the VISTA living allowance. SSPs may not be required of, or received from, performance measurement-only service locations (described in the Definitions section) as they do not receive members. The Sponsor must provide a line item breakout for each year's projected SSP in their project application. The same SSP information must be included in the Memorandum of Understanding (MOU) with each Site.

- 6) **Delegation and Subcontracting.** The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Memorandum of Agreement, with the exception of delegation or assignment to approved Sites. AmeriCorps VISTA members may be assigned by the Sponsor to perform duties with other eligible public or private non-profit agencies or organizations (Sites or service locations) as described in the Project Application and in accordance with written MOUs with each Site. AmeriCorps VISTA grant funds, if provided to the Sponsor, may not be sub-granted to other organizations.
- 7) **Proper Use of VISTA Resources at All Times.** VISTA resources include the time and activities of the VISTA member CNCS assigns to the VISTA Sponsor and supports through VISTA member benefits. The Sponsor is required to ensure that all VISTA resources are properly used at all times. If CNCS determines that the Sponsor, and/or, if applicable, any Site of the Sponsor (as described in the Definitions section), has misused VISTA resources in violation of Federal law, Federal regulation, or the terms or conditions of this Memorandum of Agreement, the Sponsor and/or the Site may be held financially responsible to reimburse CNCS for VISTA living allowances, and, if applicable, end of service awards and other CNCS funds provided in support of a VISTA member. Whether the Sponsor and/or the Site is held financially responsible to reimburse CNCS is within CNCS's complete discretion.
- 8) **Recruitment and Recommendation for Selection.** The Sponsor will use the CNCS recruitment system to post service opportunities, review applications and make candidate recommendations for selection to the CNCS Regional Office, in advance of Pre-Service Orientations. The Sponsor will review and act on all submitted applications, whether to accept or reject them, in a timely manner. To ensure applicants are suitable for AmeriCorps VISTA service, the Sponsor will interview and screen applicants and verify references prior to recommending applicants to CNCS for selection.
- 9) **VISTA Assignment Description (VAD).** As part of the recruitment process, the Sponsor will prepare a VISTA Assignment Description for each VISTA position that is in alignment with the goals described in the Project Application. Upon the Sponsor's recommendation of an applicant's selection, and prior to CNCS's approval of that applicant to be a member, the sponsor will assign an approved VAD to the individual.
- 10) **Orientation and Training.** The Sponsor will arrange and be responsible for providing in-depth On-Site Orientation and Training (OSOT) for all incoming AmeriCorps VISTA members at the beginning of their service. The Sponsor will assist CNCS, as needed, in the provision of pre-service and in-service training (online or face-to-face), as specified in the Project Narrative. The Sponsor will submit OSOT plans to the appropriate CNCS Regional Office at least thirty (30) days in advance of the candidate's first day of service. OSOT must begin on the member's first day of service and be completed within the first four weeks of an AmeriCorps VISTA member's assignment to the Sponsor. The Sponsor should provide additional training designed to foster project and member success and to include professional development throughout the member's assignment year.

- 11) **Supervision and Project Support.** The Sponsor shall supervise all assigned AmeriCorps VISTA members on a day-to-day basis, and as described in the Project Narrative. If AmeriCorps VISTAs are placed at Sites, the Sponsor shall ensure that each Site organization provides day-to-day supervision and support. The Sponsor will provide service-related transportation, administrative resources and other project support needed to successfully conduct the project activities. Service-related transportation may include mileage reimbursement for the member(s)' vehicles, public transportation fares and/or use of vehicles owned or leased by the Sponsor.
- 12) **Health and Safety.** The Sponsor shall make every reasonable effort to ensure that the health and safety of all assigned AmeriCorps VISTA members are protected during the performance of their assigned duties. The Sponsor shall not assign or require AmeriCorps VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries. In the event of a serious injury, the Sponsor shall notify CNCS promptly.
- 13) **Grievance Rights.** The Sponsor will comply with all AmeriCorps VISTA members' grievance rights and procedures in accordance with Federal law, VISTA regulations, and the AmeriCorps VISTA Member Handbook. CNCS will provide to Sponsors and AmeriCorps VISTA candidates and members information regarding volunteer discrimination complaint procedures, and grievance procedures, as provided in Federal law, applicable regulations, and the AmeriCorps VISTA Member Handbook.
- 14) **Record-keeping.** The Sponsor shall create and maintain records involving AmeriCorps VISTA members and the project, including the tracking of leave taken by assigned AmeriCorps VISTA members, as CNCS may require. Those records shall be made available to CNCS and the CNCS Office of Inspector General upon request. The Sponsor agrees to retain such records for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to CNCS for the purpose of litigation, audit or examination.
- 15) **Emergency Funds.** If circumstances require, the Sponsor will advance up to \$500.00 to any AmeriCorps VISTA member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by the AmeriCorps VISTA member when the AmeriCorps VISTA member has completed and submitted an AmeriCorps VISTA Payment Voucher. CNCS will not be responsible for the reimbursement of these funds unless the AmeriCorps VISTA Payment Voucher form is submitted to CNCS.
- 16) **Unscheduled Absences.** The Sponsor and/or Site supervisor will report to the appropriate CNCS Regional Office, within 24 hours, the unscheduled departure of all assigned AmeriCorps VISTA members, and otherwise keep CNCS timely informed of unscheduled changes of status and conditions of AmeriCorps VISTA members, such as arrests, medical emergencies, hospitalization, and absence without leave.

- 17) **Days of Service.** Should activities be organized in the communities where the AmeriCorps VISTA members are assigned for service, the Sponsor will allow assigned AmeriCorps VISTA members to participate in Days of Service, e.g., Martin Luther King, Jr. Day of Service and the September 11th National Day of Service and Remembrance.
- 18) **Removal Requests.** The Sponsor will contact their CNCS Portfolio Manager or Senior Portfolio Manager whenever there is a concern with a member's conduct or performance. If the Sponsor wishes for CNCS to remove the member from the project, they must submit that request in writing including supporting documentation (letter or email). CNCS will promptly respond to written requests by the Sponsor to remove any member from the project in accordance with CNCS's policies and procedures. When warranted, CNCS will effect removals of AmeriCorps VISTA members from the Sponsor, and effect early terminations from the AmeriCorps VISTA program of its members. CNCS has the sole authority to remove and terminate AmeriCorps VISTA members.
- 19) **Close of Service.** Forty-five (45) days prior to the end of an AmeriCorps VISTA's service term, the member must complete the Future Plans Form (FPF). The Sponsor must work with the member(s) to ensure the FPFs are done and when submitted, is required to complete the Sponsor's section of the FPF within five (5) workdays after receipt. The Sponsor or its Site supervisors may provide letters of reference to their AmeriCorps VISTA members.

V. Reporting Requirements

- 1) **Sponsor Verification Form.** On a biweekly basis, the Sponsor must complete and submit the Sponsor Verification Form within three (3) workdays of receipt to confirm which AmeriCorps VISTA members remained active during the previous pay period, and which AmeriCorps members left service at the Sponsor during the previous pay period. If applicable, the Sponsor must indicate the actual departure date of any AmeriCorps VISTA member who leaves during the period pay period if the departure is prior to completion of their service term. This reporting requirement does not replace the requirement of the Sponsor or its Sites to notify CNCS immediately regarding the departure (e.g., early termination, AWOL) of any of its AmeriCorps VISTA members. The Sponsor must certify the Form even if no AmeriCorps VISTA members left/leave during the pay period covered by the Form.
- 2) **Project Progress Reports.** The Sponsor will submit Project Progress Reports within the required time frame.
- 3) **VISTA Progress Report Supplement (VPRS).** The Sponsor will submit the VPRS within the required time frame, generally 30-45 days after the end of the Federal fiscal year.

- 4) **Federal Financial Report (FFR):** If awarded a Support or Program grant, the Sponsor will submit the required FFRs within the required time frame as described in the separate Notice of Grant Award (NGA).

VI. Other Legal Requirements

- 1) **Status of VISTA Members during Service.** AmeriCorps VISTA members are eligible for all benefits and coverage provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the “income disregard” provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

AmeriCorps VISTA members shall not be considered employees of the Sponsor. AmeriCorps VISTA members are deemed employees of the Federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

- 2) **Prohibition on Nepotism.** To avoid actual or apparent favoritism in the operation of an AmeriCorps VISTA project, CNCS’s AmeriCorps VISTA program prohibits certain assignment arrangements, as follows:
 - a. **VISTA members.** An AmeriCorps VISTA member cannot be assigned to an AmeriCorps VISTA project Site if s/he is:
 - i. in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a staff member of the project or the Site, or of a CNCS staff member in the applicable Regional Office who makes decisions or takes actions regarding the project or the Site;
 - ii. a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a staff member of the project or the Site, or of a CNCS staff member in the applicable Regional Office who makes decisions or takes actions regarding the project or the Site;
 - iii. in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific AmeriCorps VISTA project Site where the VISTA member reports for service; or
 - iv. a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of a member of the board of directors of the specific AmeriCorps VISTA project Site where the VISTA member reports for service.

- b. **VISTA Project Supervisory Employees.** A project and/or Site employee is prohibited from holding a VISTA project supervisory position if s/he:
 - i. is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any CNCS official responsible for the AmeriCorps VISTA project.
 - ii. is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any CNCS official responsible for the AmeriCorps VISTA project.
 - iii. is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project Site employee who holds supervisory authority over him/her; or
 - iv. is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin) of any project Site employee who holds supervisory authority over him/her.

- 3) **Nondiscrimination.** No person with responsibilities in the operation of the project shall discriminate against any AmeriCorps VISTA member, or member of the staff, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, age, disability, political affiliation, marital or parental status, or military service.

- 4) **Ensuring Accessibility for Persons with Disabilities.** By signing this MA, the Sponsor certifies that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating Sites are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.

- 5) **Sexual Harassment.** Sexual harassment is a form of discrimination based on sex. As the recipient of Federal resources from CNCS, the Sponsor is responsible for violations of the prohibition against sexual harassment and for taking appropriate corrective action, including, but not limited to, corrective action toward and/or disciplinary action against Sponsor staff or Site staff, if such violations occur. CNCS is responsible for reviewing and investigating complaints of sexual harassment made by VISTA members and for taking other action toward the Sponsor, Site, and VISTA members, as appropriate. Such sexual harassment violations include:
 - a. Acts of “quid pro quo” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts.

- b. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
 - c. Acts of sexual harassment toward fellow AmeriCorps VISTA members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.
- 6) **Supplemental Payments Prohibited.** Monetary living (living) allowances provided to AmeriCorps VISTA members are designed to permit AmeriCorps VISTA members to live at or below the economic level of the persons served, as required by law. Neither the Sponsor nor its Sites may supplement these allowances in a manner that would interfere with the member's experience of living at or below the poverty level. Sponsors and Sites are strictly prohibited from providing VISTA members or Summer Associates with monetary assistance.
- 7) **Prohibitions of Use of CNCS Resources by Sponsor.** The Sponsor agrees that no AmeriCorps VISTA member assigned to the Sponsor, and no other Federal financial assistance provided by CNCS, shall be used to assist, provide or participate in:
- a. Partisan and non-partisan political activities associated with a candidate, including voter registration or providing voter transportation to the polls;
 - b. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition;
 - c. Labor or anti-labor organization or related activities;
 - d. Religious instruction, worship services, proselytization, or any other religious activity as part of their duties;
 - e. Activities or service that would supplant the hiring of or result in the displacement of employed workers, existing volunteers or impair existing contracts for service;
 - f. Receiving or accepting compensation from AmeriCorps VISTA members or from beneficiaries for the services of AmeriCorps VISTA members;
 - g. Requesting, charging or accepting participation or application fees from potential VISTA applicants or candidates; or
 - h. Requiring or accepting project application fees from potential Sites.
- 8) **Other Prohibited Activities.** The Sponsor agrees that it is prohibited from allowing AmeriCorps VISTA members assigned to the project to engage in the following activities:

- a. Reporting or completing Progress Reports, the VISTA Progress Report Supplement (VPRS), Continuation applications or Amendments, the Sponsor Verification Report or other reports and forms required of the Sponsor in eGrants; and
- b. Taking actions in any CNCS system on behalf of the Sponsor for any other CNCS programs, such as applying for and reporting on CNCS grants, selecting AmeriCorps members, tracking hours or closing out service terms and granting AmeriCorps Education Awards.

9) **Whistleblower Rights and Remedies for Employees of the Sponsors.** The Sponsor is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at <https://www.cncsoig.gov/whistleblower-protection>. As such, Sponsor is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:

- a. Gross mismanagement or waste of a Federal contract or grant;
- b. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or grant of CNCS);
- c. A substantial and specific danger to public health or safety; or
- d. A violation of law, rule, or regulation related to a Federal contract or grant.

The Sponsor is required to notify all of its employees that an employee may disclose suspected wrongdoing described above to any of the following:

- a. The CNCS Office of Inspector General;
- b. A CNCS employee responsible for contract or grant oversight or management;
- c. A management official or other employee of the Sponsor who has the responsibility to investigate, discover, or address misconduct, or;
- d. An authorized official of the U.S. Department of Justice or other law enforcement agency, a Member of Congress, or a representative of a committee of Congress, or the Government Accountability Office (GAO).

The Sponsor is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described above, the employee may submit a complaint to the CNCS OIG within three (3) years of the date on which the alleged reprisal took place.

- 10) **Amendments.** This Memorandum of Agreement may be amended at any time, in writing, by authorized representatives of the Sponsor, and the appropriate CNCS State Office or Regional Office.
- 11) **Increases in AmeriCorps VISTA Payment Amounts during This Agreement.** The parties to this Agreement are cognizant of the likelihood of future area-based “cost-of-living” increases to subsistence allowances, to which AmeriCorps VISTA members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, AmeriCorps VISTA members shall reflect and be adjusted to account for such general increases, in accordance with the Act and CNCS’s regulations and procedures.
- 12) **Severability.** If any provision of this Agreement is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this Agreement. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.
- 13) **Termination and Suspension**
- a. Sponsor: Right to Terminate with Notice. The Sponsor may terminate this Agreement at any time by giving at least thirty (30) days’ notice in writing to CNCS of its intent.
 - b. CNCS: Right to Terminate or Suspend. CNCS may terminate or suspend this Agreement in accordance with applicable terms and procedures set forth in applicable Federal regulations and 42 U.S.C. § 5052. The Sponsor understands and agrees that CNCS may take action to terminate or suspend this Agreement, or deny renewal of this Agreement or VISTA resources, for failure to comply with the applicable terms and conditions of this Agreement.
- 14) **Order of Precedence.** In the event of inconsistencies or conflicts between the Project Narrative and the Agreement, this Agreement shall govern.
- 15) **Notices.** All notices and communications required to be given to CNCS by the Sponsor, shall be directed to the CNCS State Program Director or Senior Portfolio Manager. All notices to be given to the Sponsor by CNCS shall be directed to the Project Director as indicated in the Project Application.
- a. In the event that any of the parties or addresses referenced in the above paragraph change, written notice to all other parties must be provided within seven (7) days of the change. Such written notice must include the Project Number and Sponsor EIN. Within seven (7) days of the change, the Sponsor must also update its information in eGrants, including deactivating staff accounts for individuals no longer working at the Sponsor’s organization.

VII. Affiliation with AmeriCorps VISTA

- 1) **Identification as an AmeriCorps VISTA Project or Member.** The Sponsor must identify the project as an AmeriCorps VISTA project and assigned members as AmeriCorps VISTA members. In cases where the Sponsor has one or more Site(s) or service location(s) as described above in Section II, “Definitions” of this Memorandum of Agreement, all Site agreements related to the AmeriCorps VISTA project must explicitly state that the project is an AmeriCorps VISTA project and assigned AmeriCorps VISTA members are the resource being provided.
- 2) **The AmeriCorps VISTA Name and Logo.** AmeriCorps VISTA is a registered service mark of the Corporation for National and Community Service. CNCS provides a camera-ready logo. Sponsors and Sites must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. The Sponsor may not use or display the AmeriCorps VISTA name or logo in connection with any prohibited activity referenced in Section VI, “Other Legal Requirements” of this Memorandum of Agreement.

VIII. Cost Share Payment Requirements

- 1) **Bi-Weekly Allowance Payments Made By CNCS to VISTA Members.** The Sponsor shall reimburse CNCS for bi-weekly payments to all cost-share VISTA members, covered by this Agreement, for their living allowances (i.e., monthly subsistence allowances) as stated in the Budget.
- 2) **Reimbursement Schedule for Sponsor to Pay Back CNCS.**
 - a. CNCS Issues Bi-Weekly Invoices: At the end of each month during which cost-share VISTA members are serving throughout the term of this Agreement, CNCS will provide the Sponsor with an invoice detailing the member allowance expenditures made by CNCS, on behalf of the Sponsor, in that month. The Sponsor will have 30 days to tender full reimbursement to CNCS of the total expenditures noted on the invoice.
 - b. Requirement For Full Reimbursement to CNCS By Due Date: In accordance with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS’s Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (31 CFR Parts 900 to 904), the Sponsor is required to fully reimburse CNCS for the expenditures that CNCS made to the cost-share VISTA member(s) on behalf of the Sponsor by the Due Date set forth on the Invoice. Also, under Federal law, any expenditures that CNCS makes to the cost-

share VISTA member(s) on behalf of the Sponsor is considered a debt of the Sponsor, and CNCS must try to collect the debt it is owed.

- 3) **Reimbursement Procedures for Sponsor to Pay Back CNCS.** All reimbursements made by the Sponsor to CNCS – i.e., monthly reimbursements and close-out payments for any amounts remaining due -- may be paid through www.pay.gov. Within 45 days after the end of the project (whether by termination or by expiration of this Agreement), CNCS will provide a final accounting of member allowance expenditures, together with a final invoice for any amount remaining due, pursuant to the Sponsor’s cost-share Agreement. Payment of any invoice described above is due within 30 days of the date of the invoice.
- 4) **Interest, Administrative Costs, and Penalties for Non-Reimbursement and Delinquencies.** The parties to this Agreement understand that the reimbursement amounts that the Sponsor owes CNCS, as set forth in the invoices, discussed above in parts b. and c., are considered debts under Federal law and applicable regulations. As a Federal agency, CNCS must comply with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), CNCS’s Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (4 CFR Part II.). Accordingly, CNCS is required to try to collect all debts that it is owed. Such debts include any and all reimbursement amounts that the Sponsor owes CNCS.
- a. The Sponsor is required to pay CNCS the full reimbursement amount set forth on each invoice, by the date specified on the invoice. Any reimbursement amount unpaid by the Sponsor to CNCS by the date specified on the invoice becomes a delinquent debt. A debt becomes delinquent the day after the date specified on the invoice for the full reimbursement amount.
 - b. The parties to this Agreement understand that to the extent that the reimbursement amount that the Sponsor owes CNCS, as set forth on the invoice, becomes delinquent, the Sponsor is subject to interest on that delinquent debt in accordance with the DCIA at 31 U.S.C. § 3717. To the extent the Sponsor’s debt remains delinquent for more than 60 days, CNCS shall initiate action to collect such debt with interest. In addition, in instances where the Sponsor has such debt that remains delinquent for more than 90 days, CNCS may also initiate action to collect interest, administrative costs and penalties. Debt collection may include referral to the U. S. Department of the Treasury, Debt Management Services. The debt may also be collected by the Internal Revenue Service through the U.S. Department of the Treasury Offset Program (TOP).
- 5) **Non-Reimbursement or Delinquency May Result in Cessation of VISTA Operations.** The Sponsor understands and agrees that if the full reimbursement amount set forth on each cost share invoice is not paid by the date specified on the invoice and thus becomes a delinquent debt, CNCS may deny refunding of the VISTA project, or suspend or terminate the VISTA project prior to the conclusion of the last term of service date for all VISTA members or Summer Associates currently assigned to the Sponsor, or may take such other action as is appropriate and legally available to CNCS. The Sponsor further understands and agrees that should CNCS

take any action available to it as a result of a failure to make a full reimbursement amount set forth on each cost share invoice, that the debt owed by the Sponsor to CNCS is not extinguished, and that such debt remains due and owing regardless of other actions taken for violations of this Agreement.