

# MISSOURI

DEPARTMENT OF ECONOMIC DEVELOPMENT



## GRANT AGREEMENT

### STATE OF MISSOURI DEPARTMENT OF ECONOMIC DEVELOPMENT MISSOURI COMMUNITY SERVICE COMMISSION

This grant agreement is made by and between the State of Missouri, herein called the "STATE," Department of Economic Development (DED), herein called the "DEPARTMENT," Missouri Community Service COMMISSION (MCSC), herein called the "COMMISSION," and <>, herein called the GRANTEE. The purpose of this award is to assist the grantee in carrying out a national service program as authorized by the National and Community Service Trust Act of 1990, as amended (42 U.S.C. 12501 *et seq.*).

#### I. Guidelines

By accepting funds under this Grant, the GRANTEE agrees to comply with the AmeriCorps Grant Provisions, the 2008 AmeriCorps Application Guidelines, the 2008-2009 Program Director's Handbook, all applicable federal statutes, regulations and guidelines, and any amendments hereto. The regulations for programs funded by AmeriCorps are published in the Code of Federal Regulations at 45 CFR Parts 2510, 2513, *et seq.* The GRANTEE agrees to operate the funded Program in accordance with the approved Grant application and budget, supporting documents, and other representations made in support of the approved Grant application.

#### II. Term of Agreement

The period of the Grant Agreement will be from <> through <>. This award is for the <> year of a three-year grant period. Submission of a renewal/continuation application will be required to be considered for funding in the <> and <> program years. Such renewals shall be contingent upon satisfactory performance evaluations, compliance, the availability of funds, and a continuing AmeriCorps funding application for the corresponding year.

#### III. Amount of Award

Subject to the terms of the Grant Agreement, the DEPARTMENT agrees to award a total of \$<> in COMMISSION grant funds to the GRANTEE.

#### IV. Program Name

The GRANTEE may not change the program name without the prior written approval of the COMMISSION.

#### V. Reporting Requirements

The GRANTEE shall submit all reports required by Federal grant provisions in a timely and efficient manner. Current reports and their due dates are as follows:

- Financial Status Reports (FSR's) are due quarterly on the 15<sup>th</sup> of each respective month and,
- Program Progress Reports are due as follows:
  - i. First Quarter –  
August, September, October, November & December are due on January 15<sup>th</sup>
  - ii. Second Quarter –  
January, February, & March are due on April 15<sup>th</sup>
  - iii. Third Quarter –  
April, May, & June are due on July 15<sup>th</sup>
  - iv. Fourth Quarter –  
July, August & September are due on October 15<sup>th</sup>
- Periodic Expense Reports (PER's) are due monthly, on the 15<sup>th</sup> of each month.
- Financial reimbursement requests are due on the 15<sup>th</sup> of the each month following the month in which expenses were incurred.

The COMMISSION may notify the GRANTEE at the beginning of the program year and throughout the program year of any additional deadlines and reporting expectations required of them. The GRANTEE agrees to provide other reports as requested by the COMMISSION. COMMISSION staff shall cease all disbursement of grant monies if the GRANTEE is more than four weeks late with a report. Consistent tardiness in reporting will be a consideration by the COMMISSION in determining the worthiness of renewing AmeriCorps funding to the GRANTEE, or in granting new AmeriCorps funding to the GRANTEE. In the event of continued or unreasonable tardiness or inaccuracy, the COMMISSION may implement processes to suspend and/or terminate the grant award as outlined in AmeriCorps provisions.

The GRANTEE will submit supporting documentation as requested for reported expenditures. Sub-grantees will submit match source documentation along with monthly PERs to the COMMISSION during the months of January, April, July, and October. (This coincides with the submittal of quarterly FSRs.) This source

documentation will be tested using the criteria in the Site visit Financial Checklist. Once examined and approved, it will be placed in the Sub-grantee’s Program File. If unsatisfactory, the sub-grantee will be contacted.

The Fiscal Officer will also work with the Compliance Officer prior to program site visits to prepare a review of match source documents during site visits.

In cases where payroll systems are not established to show this, systems must be developed in order for the COMMISSION to be able to differentiate an AmeriCorps expense including member’s stipends and staff salaries associated with the AmeriCorps program from other unrelated expenses and salaries.

As stated in the 2008 AmeriCorps Grant Provisions effective May 20, 2008, Section V.B. Financial Management Standards, page 16, “1. **General.** The grantee must maintain financial management systems that include standard accounting practices, sufficient internal controls, a clear audit trail, and written cost allocation procedures, as necessary. Financial management systems must be capable of distinguishing expenditures attributable to this grant from expenditures not attributable to this grant. The systems must be able to identify costs by programmatic year and by budget category and to differentiate between direct and indirect costs or administrative costs. For further details about the grantee’s financial management responsibilities, refer to OMB Circular A-102 and its implementing regulations (45 CFR§2541) or A-110 (2 CFR part 215) and its implementing regulations (45 CFR§2543), as applicable.” Expenses shown in general ledgers and payroll registers must match what is reported on the Periodic Expense Reports (PERs).

## VI. Program Specific Trainings and Quarterly Meetings

Program Directors are required to attend regularly scheduled Program Directors trainings and meetings as follows:

Event	Typical Time of Year
ENST (Excellence in National Service Training)	January
Missouri Service Day	April
National Conference on Volunteering and Service (once in a 3-year period)	May-June
AmeriCorps Week	May
Program Director’s Training	June
Program Director’s Quarterly Meetings	
Fiscal Management Training	July
MOSST	Varies
Show-Me Service Training	October

In cases where directors cannot attend due to other priorities, he/she is expected to notify the MCSC Program Officer in writing as soon as they are aware that they cannot attend. In the event of continued or unreasonable absences, the

COMMISSION may implement processes to suspend and/or terminate the grant award.

## VII. Records and Audit

The GRANTEE is strongly encouraged to contract for independent auditing services on an annual basis. If the GRANTEE expends a total of \$500,000 or more in federal funds it **must** have an audit conducted annually in compliance with the specific requirements of OMB Circular A-133 and appendices.

The GRANTEE shall maintain at its principle office or place of business all records for a period of three years or more from the date of submission of the appropriate final financial status report for the period. If an audit is started prior to the expiration of the three-year period, the records must be retained until the audit findings involving the records have been resolved and final action taken. (45 CFR 2541.420) If the GRANTEE does not comply with the grant provisions and OMB requirements, costs that have been charged to the grant can be questioned or disallowed following an audit. If a program's financial management system is seriously inadequate, the granting agency or the Corporation can stop making advance grant payments, suspend funds, terminate the grant, recover funds, or take other legal steps to recover grant funds.

Copies of all audit reports, including management letters, must be forwarded to the COMMISSION and the Corporation for National Service's Office of the Inspector General. Failure to comply with this requirement supercedes any funding decisions made by the COMMISSION. Final determination of compliance is the responsibility of the COMMISSION.

## VIII. Evaluations

GRANTEES must comply with regulations as follows:

### **§ 2522.710 What are my evaluation requirements?**

- (a) If you are a State commission, you must establish and enforce evaluation requirements for your State formula subgrantees, as you deem appropriate.
- (b) If you are a State competitive or direct Corporation AmeriCorps grantee (other than an Education Award Program grantee), and your average annual Corporation program grant is \$500,000 or more, you must arrange for an independent evaluation of your program, and you must submit the evaluation with any application to the Corporation for competitive funds as required in §2522.730 of this subpart.
- (c) If you are a State competitive or direct Corporation AmeriCorps grantee whose average annual Corporation program grant is less than \$500,000, or an Education Award Program grantee, you must conduct an internal evaluation of your program,

and you must submit the evaluation with any application to the Corporation for competitive funds as required in §2522.730 of this subpart.

(d) The Corporation may, in its discretion, supersede these requirements with an alternative evaluation approach, including one conducted by the Corporation at the national level.

(e) Grantees must cooperate fully with all Corporation evaluation activities.

[70 FR 39603, July 8, 2005]

#### IX. Budget Revisions

The COMMISSION must be notified of all changes and the purposes of changes to the budget. The COMMISSION reserves the right to disallow any revisions.

#### X. Site Visits

The GRANTEE is responsible for insuring that the AmeriCorps program is operated and all funds are expended in accordance with the AmeriCorps Provisions and other statutory requirements. The COMMISSION has overall responsibility to ensure that programs are being operated in accordance with the AmeriCorps Provisions and other statutory requirements. In order to fulfill that responsibility, the COMMISSION performs annual site visits and collects and reviews other materials and relevant information. Site visits will concentrate on financial and administrative requirements of the AmeriCorps grant. Member records and timesheets, public printed information, administrative policies and financial records and reports will be reviewed in detail. In addition, follow-up on any previously reported compliance or continuous improvement issues will be addressed during this visit.

The GRANTEE will rectify all compliance issues identified by the COMMISSION in writing within the time period set forth or all future reimbursements will be withheld until the deficiencies are corrected. Written documentation should include how all noted deficiencies were corrected or an acceptable justification plan and timeline of compliance for any deficiencies not corrected within the time period set forth.

#### XI. Identity Requirements

The GRANTEE is required to identify all Members, program materials and service sites with the AmeriCorps name and logo whenever and wherever appropriate.

#### XII. Grantee Support for Programs

The GRANTEE must provide, account for, and document all financial support for programs. Overall GRANTEE share of total program costs increase gradually to 50% by the tenth year of funding and any year thereafter. The GRANTEE minimum overall share of program costs by year may be found in the code of Federal Regulations at 45 CFR Parts 2521.35 through 2521.90. The GRANTEE may provide its share of operating costs in cash or in kind, and may use non-Corporation federal funds as match, if permitted by the rules governing those federal funds.

### XIII. Member Living Allowance

As stated in the 2008 AmeriCorps Grant Provisions effective May 20, 2008, Section IV, AmeriCorps Special Provisions, F. Living Allowance, other In-Service Benefits, and Taxes, page 10, “1. **Living Allowance Distribution.** A living allowance is not a wage. Grantees must not pay a living allowance on an hourly basis. Grantees 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 a member concludes a term of service.

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

AmeriCorps EAPs may provide a living allowance or other in-service benefits to their members, but are not required to do so.”

The minimum fiscal year 2008 living allowance for a full-time Member is \$11,400. The maximum living allowance that may be paid with all sources of funds is \$22,800 for full-time Members.

However, if the GRANTEE’S program existed prior to the National and Community Service Trust Act of 1993 (enacted September 21, 1993), the law does not require the GRANTEE to provide living allowances to its Members. If the GRANTEE chooses to offer living allowances, it is exempt from the minimum requirement but not from the maximum requirement. Thus, the GRANTEE may offer full-time Members living allowances between \$0 and \$22,800.

### XIV. Health Insurance

The GRANTEE must provide full-time Members with health insurance at the time of acceptance into its program if the Member is not otherwise covered by a health insurance policy that provides the minimum benefits described in the 2008

AmeriCorps Application Guidelines. If a Member who previously had coverage loses it through no deliberate act of his or her own, such as parental or spousal job loss, the GRANTEE must provide the Member with basic health insurance that meets AmeriCorps requirements.

#### XV. Child Care

Members that are receiving and continue to receive child-care assistance from other sources such as a parent or guardian are ineligible for child care from the GRANTEE. On the other hand, if Members become ineligible for assistance because of their enrollment in the GRANTEE'S program, or the Member certifies that he or she needs child care to participate in the program, the GRANTEE must provide child care.

#### XVI. Reasonable Accommodation for People with Disabilities

The GRANTEE is encouraged to actively reach out to and include people with disabilities. Programs and activities must be accessible. The GRANTEE must provide reasonable accommodation to known mental or physical disabilities of otherwise qualified Members, service recipients, applicants, and program staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation.

#### XVII. Training

Consistent with the approved budget, the GRANTEE must provide members with the training, skills, knowledge and supervision necessary to perform the tasks required in their assigned project positions, including specific training in a particular field and background information on the community served.

The GRANTEE must conduct an orientation for members and comply with any pre-service orientation or training required by the Corporation. This orientation should be designed to enhance member security and sensitivity to the community. Orientation should cover member rights and responsibilities, including the Program's code of conduct, prohibited activities (including those specified in these grant provisions), requirements under the Drug-Free Workplace Act (41 U.S.C. 701 *et seq.*), suspension and termination from service, grievance procedures, sexual harassment, other non-discrimination issues, and other topics as necessary.

#### XVIII. Assignments and Subcontracts

The GRANTEE agrees not to assign responsibility of this contract to another party or to subcontract any portion of the work contemplated under this contract without prior written approval of the COMMISSION. No such approval by the COMMISSION

will be deemed in any manner to provide for the incurrence of any obligation of the COMMISSION in addition to the total dollar amount agreed upon in this contract.

The DEPARTMENT and GRANTEE bind themselves and their successors, executors, administrators, assigns and legal representatives to the other parties to the Grant Agreement and to the successors, executors, administrators, assigns and legal representatives of such other parties, in respect to all covenants, agreements, and obligations of this agreement. The executed Grant Agreement, including all documents incorporated by reference hereto, constitutes the full and complete understanding and agreement of the parties of its express terms.

\_\_\_\_\_  
Grantee Signature  
Printed Name \_\_\_\_\_  
Title \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Rhonda Meyer, Director of Administration  
Missouri Department of Economic Development  
State of Missouri

\_\_\_\_\_  
Date

\_\_\_\_\_  
Linda Thompson, MCSC Executive Director  
Missouri Department of Economic Development  
State of Missouri

\_\_\_\_\_  
Date