



volunteerflorida

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VOLUNTEER FLORIDA PROVIDER AGREEMENT

This provider agreement is hereby made and entered into as of this 1st day of August (month) 2015 (year) (the "**Effective Date**"), by and between the Florida Commission on Community Service, doing business as Volunteer Florida (the "**Commission**"), having its principle place of business at 3800 Esplanade Way, Suite 180, Tallahassee, FL 32311, and City of Orlando, a corporation organized under the laws of the State of Florida with its principal place of business located at Post Office Box 4990 Orlando, Florida (the "**Provider**") (collectively, the "**Parties**") and referred to herein as the "**Provider Agreement**."

In consideration of the contracted services by the Commission and of the advantages and benefits received by the Provider by virtue of such relationship, the receipt and adequacy of all of which considerations are hereby acknowledged; NOW THEREFORE, in consideration of the mutual covenants hereinafter set forth herein, the Parties agree as follows:

I. PROVIDER AGREEMENTS

A. Compliance.

1. The Provider will utilize AmeriCorps Members in accordance with the application submitted by the Provider for funding (the "Grantee Application"). The Provider must comply with the requirements of the National and Community Service Act of 1990 and the National and Community Service Trust Act of 1993. The Provider shall also comply with applicable Federal cost principles, administrative, and audit requirements as well as all applicable Florida Statutes. Additionally, the Provider will adhere to all federal statutes, regulations, or other laws related to the Americans with Disabilities Act of 1990, and any amendments thereto. The Provider is additionally responsible for prohibiting discrimination in accordance with AmeriCorps Provisions.
2. All such requirements are incorporated herein by reference.
3. The Provider will rectify all compliance issues identified by the Commission in writing within the time period set forth by the Commission or all reimbursements will be withheld until the Commission is satisfied all deficiencies have been corrected. Written documentation should include how all noted deficiencies were corrected or an acceptable justification, action plan and timeline of compliance for any deficiencies not corrected within the time period set forth.

4. By signing this contract, the Provider acknowledges receipt of the AmeriCorps Provisions which are identified in Exhibit IV attached hereto and incorporated by reference herein.
 5. The Provider further agrees to adhere to all AmeriCorps Provisions and associated regulations, and the most current policies of the state of Florida as implemented by the Commission and of the federal government. The Provider is responsible for ensuring that all staff, agents, volunteers, or any other individuals or participants acting on behalf of the Provider acts in accordance with all such regulations and policies.
- B. **Program Name.** The Provider may not change its program name, as identified in its Funding Application without the prior written approval of the Commission.
- C. **Program Performance Measures and Training.** Program performance measures, required trainings, and additional programmatic requirements are referenced in Exhibit II, attached hereto and incorporated by reference herein.
- D. **Budget.** The budget for the delivery of services described in the Provider Agreement, (the "Program Budget") as well as a budget narrative is identified in Exhibit III, which is attached hereto and incorporated by reference herein.
1. **Match Requirements and Cash or In-Kind Contributions:**
 - a) The Provider must provide matching funds cash or in-kind contributions as a dollar amount as stated in Exhibit III of the Provider Budget.
 - b) Partnering organizations working with the Provider to provide cash or in-kind contributions must submit a letter on their organization's letterhead signed by an authorized official of the organization stating the amount of cash or in-kind contribution donated to the Provider and any required stipulations. Cash or in-kind contribution letters must include a description of each service or resource that will be provided and the dollar value of each. These letters must be submitted to the Commission within thirty (30) days of the Effective Date.
 2. **Budget Revisions:** Approval must be obtained by the Commission if the Provider intends to adjust a budget line by ten percent (10%) or more of the Provider Budget. The Commission reserves the right to disallow any such revisions. Revisions to the Program Budget must be submitted using the Volunteer Florida Budget Revision Request Form attached hereto as Exhibit V and incorporated herein by reference.

- E. **Property.** The Provider agrees that any purchases in furtherance of the Provider Agreement shall be procured in accordance with the provisions of Florida Statutes §§ 403.7065 and 287.045. To be reimbursed by the Commission for the purchase of any goods to be used in furtherance of the Provider Agreement, which are not identified in the approved Program Budget and have a purchase price equal to or greater than \$500.00, the Provider must obtain prior written approval from the Commission.
- F. **Internet Access.** The Provider agrees to provide the AmeriCorps Members internet access and e-mail capability as is necessary for program reporting and communications related to this Provider Agreement.
- G. **Administration of Members with Disabilities Survey.** The Provider will provide the Commission developed electronic survey link to all Members to complete the Commission's Survey to Determine the Number of Persons with Disabilities Serving Florida's Communities (the "Disabilities Survey"). The Provider will ensure the Disabilities Survey is administered according to Commission guidelines, which may be amended from time to time.
- H. **Planning and Program Reporting.**
1. **Progress Reports.** All first year AmeriCorps programs are required to complete and submit Monthly and Quarterly Progress Reports ("Progress Reports") during the term of the Provider Agreement via a format approved by the Commission. Monthly Progress Reports shall be submitted by the Provider no later than the fifteenth (15th) calendar day of each month, and Quarterly Progress Reports shall be submitted by the Provider no later than fifteen (15) days following each quarterly period from the Effective Date. Notwithstanding, the Commission reserves the right to require Providers to submit any Progress Report at any point during the term of the Provider Agreement.
 2. **Disability Community Development Plan.** The Provider will submit a Disability Community Development Plan ("DCDP"), as defined in the AmeriCorps program for the purpose of establishing partnerships with third-party organizations whose primary mission is serving persons with disabilities and for establishing opportunities for persons with disabilities to have service related experiences with individual AmeriCorps programs. The DCDP must be submitted to the Commission within six (6) months of the Effective Date of the Provider Agreement.
 3. **Sustainability Plan.** It is understood that the funding provided by the Commission for this program is "seed money" to be used by the Provider to provide services to the community, with the assistance of the Commission that will eventually be continued and managed locally with minimal federal funds or

responsibility for the program. The Commission is not responsible for providing any goods, services, or other resources, including monetary resources to the Provider. Accordingly, the Provider will develop or update a sustainability plan in accordance with the requirements of the Commission ("Sustainability Plan").

- I. **Other Reports.** The Provider agrees to provide other reports as may be requested by the Commission.
1. **Fiscal Online Training.** The Provider must submit certification of completion or memorandum stating completion of the online CNCS [Key Concepts of Financial and Grants Management](http://www.nationalserviceresources.org) training located on the CNCS Resource Center website (www.nationalserviceresources.org) within forty-five (45) days of the Effective Date. The Program Director and Fiscal Contact, as identified herein, must complete this online course. Confirmation of completion should be submitted with the first Reimbursement Invoice, as defined below. If the Provider fails to complete this online course the Commission reserves the right to withhold payment.
 2. **National Criminal History Checks Online Training.** The Provider must submit certification of completion or memorandum stating of completion of the online [CNCS National Service Criminal History Checks](http://www.nationalserviceresources.org) training located on the CNCS Resource Center website (www.nationalserviceresources.org) within forty-five (45) days of the Effective Date. The Program Director and Fiscal Contact, as identified herein, must complete this online course. Confirmation of completion should be submitted with the first Reimbursement Invoice, as defined below. If the Provider fails to complete this online course the Commission reserves the right to withhold payment.
 3. **Financial Reports for Reimbursement.** The Provider will submit to the Commission a monthly invoice using the Volunteer Florida Invoice Form attached hereto as Exhibit VII and incorporated herein by reference (the "**Reimbursement Invoice**") along with a completed Monthly Financial Report attached hereto as Exhibit IX. With the exception of the Final Financial Reports, as identified in Exhibit III attached hereto and referenced herein, all Reimbursement Invoices are due no later than the 15th of each month. If circumstances occur delaying the Reimbursement Invoice, an explanation should be sent in writing, electronically, to the Commission before the Reimbursement Invoice is due. If the provider submits invoices late on more than three (3) occasions consecutively the Commission reserves the right to forfeit payment.
 4. **First Reimbursement Invoice.** The Provider will submit to the Commission their first monthly invoice within 45 days of start up. Included within this first invoice, a copy of the Monthly Financial Report, a confirmation of completion of

the financial training and of the criminal history checks training, a copy of the completed Exhibit VIII (National Criminal History Check Status Form) and supporting documentation must be included to be considered for reimbursement. Failure to provide any one of these documents will result in a delay of payment.

5. **Supporting Documentation.** The Provider will submit supporting documentation for all expenditures related to performance under the Provider Agreement on a monthly basis. Errors in the Reimbursement Invoices, or any supporting documentation, will result in delay of payment. The Commission reserves the right to review any documents related to Reimbursement Invoices at any time during the program period.
6. **Final Financial Reports for Reimbursement and Close out Checklist.** The Provider agrees to submit its final Reimbursement Invoice within forty-five (45) calendar days of the ending date of this contract or the date of contract termination, whichever is earlier. If the Provider fails to submit the final Reimbursement Invoice within the forty-five (45) calendar days, all rights to any such payments are forfeited. Provider must also submit a completed AmeriCorps Program Closeout Checklist (the "Closeout Checklist") within forty-five (45) calendar days after the ending date of this contract or the date of contract termination, whichever is earlier. If the Provider fails to submit the Closeout Checklist within the specified time, final payment will be delayed or forfeited.
7. **Audits.** The Provider agrees to provide the Commission financial and compliance audits of the Provider within 180 days after the end of the Provider's fiscal year in accordance with OMB Circular A-133 and to ensure that all related party transactions are disclosed to the auditor. The Provider will make every effort to include funds received from Volunteer Florida within their sample for the A-133 audit.
8. **Property.** At the end of the Provider Agreement the Provider agrees to submit a current inventory of all goods purchased in furtherance of the Provider Agreement with a purchase price equal to or greater than \$500.00, that were purchased with funds provided through this Provider Agreement (the "**Equipment Inventory**"). The Equipment Inventory must include a description of the property, model number, and serial number, date of acquisition, cost, inventory number and information on the location, condition, transfer, replacement or disposition of the property. The Equipment Inventory is due to the Commission within thirty (30) days of the Termination Date, as defined below.

The Commission has the right, upon termination of this Provider Agreement, to title and possession of any goods purchased by the Provider in furtherance of this Provider Agreement. The Provider will act with good faith in to comply with this provision of the Provider Agreement and ensure the Commission has knowledge of such goods and access to retrieve same. If the Commission chooses not to accept title or possession of such goods the Commission may require the equivalent cash value in lieu of title and possession.

Disposing of property, including technology equipment, will require the program to follow the Property Disposal Protocol and prior approval by the Commission.

J. Partnership Development and Site Agreement

1. The Provider may enter into written agreements with other private and public organizations in the targeted communities, as identified in the Funding Application, to cooperate and coordinate the provision of services under the terms of this Provider Agreement.
2. Such partnerships may include, but are not limited to, the following agreements:
 - a) contributions of cash support for the services provided under the terms of this contract;
 - b) contributions of in-kind support for the services provided under the terms of this contract;
 - c) coordination of service activities to prevent duplication of effort;
 - d) evaluation of service activities, member development, etc.;
 - e) training, training space or trainers;
 - f) promotions or public relations; and
 - g) provisions for member supervision or service site supervision.
3. Agreements with partnering organizations to provide member supervision and/or service sites must be in writing, adhere to the AmeriCorps Provisions and Regulations and include the following items:
 - a) description of services to be provided by members;
 - b) designation of person(s) responsible for member supervision and verification of member service hours;
 - c) description of prohibited member activities; and
 - d) other supervision or programmatic responsibilities.
4. The Provider shall include a list of its partner organizations on materials as appropriate including;
 - a) brochures;
 - b) flyers;
 - c) posters; and
 - d) public service announcements.

- K. **Disaster Preparedness, Response, Recovery or Mitigation.** CNCS, under agreement with the Federal Emergency Management Agency (FEMA) and the Commission, under agreement with the Florida Division of Emergency Management (DEM) requires the availability of AmeriCorps Members for assignment to provide assistance in disaster preparedness, response, recovery, mitigation activities, or other emergency related activities ("**Emergency Assistance**"). Disasters that could impact Florida include natural events such as hurricanes, tornadoes, and floods and man-made events, such as hazardous materials and terrorist events. As part of its commitment to community service, the Provider agrees to establish and maintain a disaster-oriented role with a partner organization for its members, staff and volunteers to provide disaster preparedness, response, recovery or mitigation activities. This may include, but is not limited to: community preparedness education, shelter operations, mass feeding, debris removal, community outreach or other disaster related activities. This disaster-oriented role will be documented in writing with a letter of acknowledgement from the partnering organization. Providers will work with a partnering organization to ensure its staff, volunteers, and any other related parties are trained as needed and appropriate for their disaster-oriented role with their partner organization. All program members are required to receive basic level emergency management or disaster training.

Program Members may be requested to provide assistance anywhere in the State of Florida. Provider staff and AmeriCorps Members shall serve under the direction and control of the Provider and shall not be considered volunteers to FEMA or DEM for purposes of Florida Statutes, Chapter 110, Part IV. Requests for Emergency Assistance will be made on behalf of the State Coordinating Officer, as identified in any declaration of emergency issued by the Governor of the State of Florida, through the Commission's Director of Emergency Management and Volunteer Services after consulting with the state CNCS office disaster coordinator. All related activities undertaken by a Provider will be done in cooperation with local offices of emergency management.

Approved expenses incurred as a result of Provider activities related to Emergency Assistance may be reimbursed. According to State of Florida and Federal regulations, non-profit entities responding in times of disaster may request reimbursement directly from FEMA. Providers responding at the request of the State Coordinating Officer would be eligible for reimbursement of Emergency Assistance related expenses. The Commission will furnish the Provider with additional information about expenditure reimbursement as necessary. Training costs associated with providing Emergency Assistance will not be reimbursable unless arrangements are made in advance. The Commission has identified low and no cost training opportunities statewide. Providers

may contact the Commission's Director of Emergency Management and Volunteer Services for specific training questions and opportunities.

L. **Training and Technical Assistance.** Training or technical assistance provided by or to the Provider, including its staff, volunteers, and related parties, or AmeriCorps Members under this contract must be designed to facilitate the improvement of the services, strengthen the development of skills and knowledge for the staff and the AmeriCorps Members, and strengthen the communities in which services are provided. Training or technical assistance may be provided directly by the Provider, a community partner (such as a local volunteer center) or other local resources requested from or coordinated through the Commission.

M. **National Service Activities.** During the Term of the Provider Agreement the Provider will schedule and conduct at least one direct service activity as part of the Seasons of Service, the designated [national service days](#) of CNCS.

N. **Quality Assurance and Evaluation**

1. The Provider will track and document progress made toward accomplishing the performance measures identified in the Provider's application for funding and specific deliverables of this Provider Agreement.
2. The Provider agrees to facilitate, conduct and participate in technical assistance, external reviews, and other continuous improvement activities related to these services.
3. To be assured of satisfactory performance of the terms and conditions of the Provider Agreement, the Provider agrees to permit persons duly authorized by the Commission to inspect any records, papers, documents, facilities, goods and services of the Provider that are relevant to this contract, or to interview any clients, employees, volunteers, or any other parties affiliated with the Provider upon reasonable notice. This includes the Commission's right to conduct on-site visits of the Providers offices and any location where the Provider is providing goods or services pursuant to the Provider Agreement. The Provider specifically agrees to assure that financial records will be subject, at all reasonable times, to inspection, review or audit by Commission personnel or individuals authorized by the Commission.
4. The Provider will conduct a minimum of one survey during the course of performance under the Provider Agreement to examine primary stakeholder satisfaction with the program services (the "Stakeholder Survey"). The Provider shall adhere to Commission guidelines in conducting the Stakeholder Survey which shall seek feedback from multiple parties, including, but not limited to the following:

- a) service recipients; and
 - b) any partnering organization as identified in the Provider Agreement.
5. The Commission requires participation for all AmeriCorps programs in the Florida Statewide Evaluation conducted by Florida State University, under contract to the Commission.
 6. The Provider will facilitate contact with community agencies or individuals for the Commission or its consultants;

O. Records and Documentation

1. The Provider agrees to maintain records of deliverables, including reports and program and participant data; financial records, supporting documents, statistical records and any other documents (including electronic storage media) arising out of this Provider Agreement for a period of six (6) years after termination of this Provider Agreement. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this subcontract.
2. The Provider agrees to allow public access to all documents, papers, letters, or other materials subject to the provisions of Florida statutes, including, but not limited to, Chapter 119, Fla. Stat., made or received by the Provider in conjunction with the Provider Agreement. The Provider's refusal to comply with this provision will constitute a breach of contract.
 - i. **Safeguarding Information.** The Provider agrees not to use or disclose information concerning a recipient of services under this contract for any purpose not in conformity with any Florida statutes, including, but not limited to Chapter 119, [Florida Statutes](#), or federal regulations, including, but not limited to [45 CFR, Part 205.50](#), except upon written consent of the recipient or the recipient's responsible parent or guardian when authorized by law.
 - ii. **Assignments and Subcontracts.** The Provider may not assign this Provider Agreement, or sub-contract any portion of the work contemplated under this Provider Agreement 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. All such assignments or sub-contracts will be subject to the terms and conditions of this Provider Agreement, and any other obligations the Commission may require. The Provider agrees to include

audit and record keeping requirements in all approved assignments and sub-contracts entered into by the Provider for any services for \$25,000.00 or greater.

- iii. **Indemnification.** Provider agrees to indemnify and holds the Commission, its officers, directors, employees, affiliates, licensees, and agents harmless from any and all costs, (including reasonable attorneys' fees, disbursements, expenses, and court costs), expenses, damages, or other liability to third parties arising from or related to this Provider Agreement. The Provider shall give prompt notice as described herein to the Commission of any suits, claims, or demands by third parties which may give rise to any claim for which indemnification may be required under this Provider Agreement; provided however, that failure to give such notice shall not relieve the Provider of its obligation to provide indemnification hereunder except, if and to the extent that such failure materially and adversely affects the ability of the Provider to defend the applicable suit, claim, or demand. The Provider shall be entitled to assume the defense and control of any such claim at its own cost and expense; provided, however, that the Commission shall have the right to be represented by its own counsel at its own cost in such matters. Neither the Provider nor the Commission shall settle or dispose of any such matter in any manner which would adversely affect the rights or interests of the other party (including the obligation to indemnify hereunder) without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Each party shall cooperate with the other party and its counsel in the course of the defense of any such suit, claim or demand, such cooperation to include without limitation using reasonable efforts to provide or make available documents, information and witnesses. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the provisions of Florida statute, §768.28.

- iv. **Incident Reporting.** In compliance with all applicable Florida Statutes, including, but not limited to [Chapter 415, Florida Statutes](#) an employee or agent of the Provider who knows, or has reasonable cause to suspect that a child, elder, or adult with a disability is or has been abused, neglected or exploited, shall immediately report such knowledge or suspicion to the abuse registry operated by the Florida Department of Children and

Families on the single statewide toll-free telephone number at 1-800-96-ABUSE (800-962-2873).

P. **Insurance.** The Provider agrees to provide adequate liability, workers compensation, fidelity, property and vehicle insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this subcontract. The Provider accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protections for the Provider and the clients to be served under this subcontract. Upon execution of this subcontract, the Provider will furnish the Commission written verification supporting both the determination and existence of all such insurance coverage. The Provider shall provide proof of insurance coverage to the Commission within 45 days of the Effective Date.

Q. Sponsorship

1. The Provider agrees to, in publicizing, advertising, or describing the sponsorship of a program funded wholly or in part by the Commission, state "Sponsored by --- and Volunteer Florida". If the sponsorship reference is in written material, the words "Volunteer Florida" shall appear in the same size letter or type as the name of the Provider.
2. The Provider agrees to incorporate the Volunteer Florida logo as appropriate on all letterhead, brochures, newsletters, business cards, stationery, posters, flyers, and other written and pictorial communication media for all programs funded wholly or in part by the Commission.
3. The Provider agrees to notify the External Affairs Director of the Commission as soon as possible when engaging in contact with the media; and to provide the Commission's tag line as listed below, to all media contacts for all programs funded wholly or in part by the Commission.
 - a) Volunteer Florida is the Governor's lead agency for volunteerism and national service in Florida. Volunteer Florida grants funds to educational foundations, nonprofits, and faith-based organizations to administer AmeriCorps and National Service Programs. Volunteer Florida leads Florida's national days of service including September 11 and Martin Luther King Jr., Day. During disasters, Volunteer Florida is the lead agency for volunteers and donations. For more information, visit: www.volunteerflorida.org.

R. **Conflict of Interest.** The Provider shall affirm that neither the Provider, nor any of its directors, officers, members or employees has any interest nor shall acquire any interest, either directly or indirectly, which would conflict in any manner or degree with performance of the service hereunder. The Provider further agrees that in the

performance of the Provider Agreement, no person having such interest shall be employed by the Provider.

- S. **Nepotism.** No person may hold a job or position with the Provider in which a member of his/her immediate family exercises supervisory authority within the program. A member of an immediate family includes: husband, wife, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law and separated spouses.

II. COMMISSION AGREEMENTS

- A. **Reimbursements.** Complete and accurate Reimbursement Invoices will be processed by the Commission within forty-five (45) days after receipt of the invoice. Failure to submit a timely or accurate invoice will result in monthly payments being withheld.
- B. **Technical Assistance.** In those instances where the Commission is unable to provide direct technical assistance to the Provider, the Commission will assist the Provider in obtaining any necessary technical assistance and training as determined by the Commission to be necessary for proper performance by the Provider under this Provider Agreement.
- C. **Site Visits.** Following any quality assurance or continuous improvement review, the Commission will deliver in a timely fashion to the Provider a written report with comments and recommendations regarding the manner in which services are being provided.
- D. **Contract Continuation.** Not applicable.

III. PROVIDER AND COMMISSION MUTUAL AGREEMENTS

- A. **Provider Agreement Term.** The term of the Provider Agreement is for a period of twelve months beginning on the Effective Date as identified above and terminating on the 31st - day of July (month) 2016 (year) (the "Termination Date").
- B. **Contract.**
- | | |
|------------------------------------|--------------------|
| a. Total Contract Amount: | <u>\$1,198,880</u> |
| b. Total CNCS Share: | <u>\$892,301</u> |
| c. Total Grantee (Provider) Share: | <u>\$306,579</u> |
- C. **Contract Deductions and Withholdings.** The Commission reserves the right to deduct the following expenses from the Provider Budget:

- a. The Provider will allocate \$1,000 for the Volunteer Florida Statewide Evaluation.
- b. Commission's Fixed Fee for Administrative Costs up to 2%: \$18,080

1. **Contract Grantee and Match Amount.** The Provider agrees to contribute \$306,579 as cash or in-kind contributions. If the provider is unable to meet the minimum requirement of the cash or in-kind contribution, the Provider must submit a letter of justification to the Commission. A determination will be made by the Commission, without recourse, as to the merit of the justification. Based on the justification, the Commission may reduce the Provider's reimbursable grant amount proportionately based on the amount of grant match funds expended. Notification of the Providers' failure to meet the minimum requirement should be submitted to the Commission 90 days prior to the end of the Term of the Provider Agreement. If the Provider is unable to meet their contracted match amount and a letter of justification is not submitted to the Commission, the Commission reserves the right to hold payments and utilize the Provider's reimbursement request to meet the contracted match amount.

D. Type of Contract. This will be a cost reimbursement contract. Reimbursement for the contracted services will be contingent upon the documented allowable expenditures for the specified contract period. The Commission's performance and obligation to pay for services rendered under this contract is contingent upon available funding from CNCS and the State of Florida.

E. Ownership and Sharing of Grant Products. The Provider, to the extent possible, agrees to make products produced under this contract available to others in the field at the cost of reproduction. The Commission retains royalty-free, non-exclusive and irrevocable licenses to obtain, use, reproduce, publish or disseminate products, including data, produced under this contract and to authorize others to do so. The Commission may distribute such products through a designated clearinghouse. The Provider may not sell any work that includes the Commission logo without prior written approval from the Commission.

F. Contract Amendments. All amendments to the Provider Agreement must be in writing and utilize the format provided in Exhibit VI, attached herein and incorporated by reference. Further, any such amendments must be executed by authorized representatives of the Commission and the Provider.

G. Termination.

1. **Termination at Will.** This contract may be terminated without cause by either of the Parties upon no less than sixty (60) calendar days notice provided in writing in accordance with all notice provisions included herein, unless both parties mutually agree upon a lesser time. Notice will only be sufficient if it complies with the notice requirements identified herein.
2. **Termination Due to Lack of Funds.** In the event the Commission determines funds necessary to finance this Provider Agreement become unavailable, the Commission may immediately terminate the Provider Agreement by providing written notice in accordance with all notice provisions herein. The Commission shall be the final authority as to the availability of funds.
3. **Termination for Breach.** The Commission may immediately terminate this Provider Agreement for cause, including for non-compliance or breach of contract by the Provider. If applicable, the Commission may employ the default provision in Florida Administrative Code, Chapter 60A-1.006(3). Waiver of breach of any provisions of this contract shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this contract. The provisions herein do not limit the Commission's right to remedies of law or to damages.
4. **Overpayment.** In the event that the Commission, the Provider or an auditor discovers an overpayment has been made to the Provider, the Provider will repay the overpayment within thirty (30) calendar days.

H. Notice and Contact. Any notice required pursuant to the Provider Agreement must be delivered by certified mail, return receipt requested, or in person with proof of delivery. The primary contact for all matters relating to this Provider Agreement shall be the staff listed herein, unless otherwise specified in writing. The primary contact will notify all parties in writing of alternative contacts should that person become unavailable.

1. The name, address and telephone number of the Commission's Program Consultant to contact regarding programmatic issues, for the contract is:

Cat Keen, Program Manager
3800 Esplanade Way, Suite 180
Tallahassee, Florida 32311
(850) 414-7400

Cat@volunteerflorida.org

OR

Cat Keen, National Service Programs Director
3800 Esplanade Way, Suite 180
Tallahassee, Florida 32311
(850) 414-7400

cat@volunteerflorida.org

2. The name, address, and telephone number of the Commission's Financial contact for contract, compliance and budget issues for the contract is:

Janis Timmons, Finance Director
3800 Esplanade Way, Suite 180
Tallahassee, Florida 32311
(850) 414-7400
per@volunteerflorida.org

3. The name, address, and telephone number of the Provider's Program Director is:

Name:
Title:
Address:
Phone: e-mail:

4. The name and mailing address of the Fiscal Contact for the Provider is:

Name:
Title:
Address:
Phone: e-mail:

5. The physical mailing address where financial and administrative records are maintained and the name and contact information of a Provider representative with access to the records maintain at this location

Name:
Title:
Address:
Phone: e-mail:

6. In the event that different representatives are designated by either party after execution of this contract, notice of the name, address and telephone number of the new representative will be rendered in writing to the other party and said notification attached to originals of this contract.

All Terms and Conditions Included. This Provider Agreement and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

Exhibit I - Approved AmeriCorps Proposal

Exhibit II – Programmatic Requirements and Performance Measures

Exhibit III – Approved Budget and Budget Narrative

Exhibit IV – AmeriCorps Provisions

Exhibit V – Budget Revision Request Form

Exhibit VI – Contract Amendment Form

Exhibit VII – Volunteer Florida Monthly Invoice Worksheet

Exhibit VIII – National Criminal History Check Status Form

Exhibit IX – Monthly Financial Report

Exhibit X – Property & Equipment Inventory

Exhibit XI – Program Closeout Checklist

Exhibit XII – Contract Checklist

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

PROVIDER

Lead Agency Name

Signed by:

Signature

Name

Title

Date

Provider Fiscal Year End Date:

COMMISSION

Signed by:

Signature

Chester W. Spellman

Chief Executive Officer

Date

FEIN#: _____