



Volunteer Florida

AmeriCorps Contract Agreement

2017-2018

This contract agreement is hereby made and entered into as of this August 1, 2017 (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 400 S. Orange Avenue Orlando, FL 32801 (the "Provider") (collectively, the "Parties") and referred to herein as the "Contract 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. Contract Terms and Conditions

This AmeriCorps Contract Agreement and its attachments as referenced below and incorporated herein contain all the terms and conditions agreed upon by the parties.

A. Contract Term

The term of the contract agreement is for a period of twelve months beginning on the Effective Date as identified above and terminating on the 7/31/2018 (the "Termination Date").

B. Contract Allocation

1. Total Contract Amount: \$636,015.00
2. Total CNCS Share: \$411,534.00
3. Total Grantee (Provider) Share: \$224,481.00

C. Contract Deductions and Withholdings

The Commission reserves the right to deduct the following expenses from the Provider Budget:

1. Commission's Fixed Fee for Administrative Costs up to 2%: \$8,226.00
2. Contract Grantee and Match Amount \$224,481.00

The Provider agrees to contribute: \$224,481.00 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 contract 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. Contract Payments

1. Funding

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.

2. Invoicing

- a. 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"). All Reimbursement Invoices are due no later than the 15th of each month.
- b. A confirmation of completion of the financial training and of the criminal history checks training must be completed prior to reimbursement for the first monthly invoice. Failure to provide these documents will result in a delay of payment.
- c. Monthly invoice documentation should be sent electronically or in hard copy to: Volunteer Florida, Finance Department, 3800 Esplanade Way, Suite 180, Tallahassee, FL 32311, per@volunteerflorida.org.

3. 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.

E. Contract Amendments

All amendments to the contract agreement must be in writing and utilize the format provided in Exhibit VI. All budget revisions must be in writing and utilize the format provided in Exhibit V.

attached herein and incorporated by reference. Contract amendments must be executed by authorized representatives of the Commission and the Provider.

F. Contract Termination

1. Termination at Will

This contract agreement 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 contract 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.

II. Other Provisions

A. 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.

B. Point of Contact

The primary contact for all matters relating to this contract 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. The name, address and telephone number of the Commission's AmeriCorps Program Manager is: Cat Keen, Program Manager, 3800 Esplanade Way, Suite 180 Tallahassee, Florida 32311, (850) 414-7400.

C. Contract Exhibits

The following Exhibits are incorporated herein as part of the 2017-2018 AmeriCorps Contract Agreement:

Exhibit I – Contract Provisions

Exhibit II – AmeriCorps Proposal, Budget and Budget Narrative

Exhibit III – National Service Criminal History Check Status Form

Exhibit IV – AmeriCorps and General Grant Terms and Conditions

Exhibit V – Budget Revision Request Form

Exhibit VI – Contract Amendment Form

Exhibit VII – Volunteer Florida Monthly Invoice Worksheet

Exhibit VIII – Property and Equipment Inventory

Exhibit IX – Contract Checklist

Exhibit X – Vendor EFT Authorization Form

Exhibit XI – W-9

Exhibit XII – Contract Closeout Checklist

The name, address, and telephone number of the Provider's Program Contact is:

Name: Sierra Newhouse
Title: Program Director
Address: 400 S. Orange Ave 9TH FL Orlando, FL 32802
Phone: 407-246-3819
E-mail: sierra.newhouse@cityoforlando.net

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

Name: Monica Ricketts
Title: Fiscal Manager
Address: 400 S. Orange Ave 9TH FL Orlando, FL 32802
Phone: 407-246-4109
E-mail: monica.ricketts@cityoforlando.net

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: Guillermo Escobar
Title: Program Coordinator
Address: 400 S. Orange Ave 9TH FL. Orlando, FL 32802
Phone: 407-246-2723
E-mail: guillermo.escobar@cityoforlando.net

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.



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

PROVIDER

Lead Agency Name:

Printed Name:

Signature:

Title:

Date:

Provider Fiscal Year End Date:

FEIN#:

COMMISSION

Signature:

Chester W. Spellman

Chief Executive Officer

Date:

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Please enter the Rationale and Approach/Program Design

1.) Need: In 2006, City of Orlando Mayor Buddy Dyer launched an unprecedented effort to build community consensus around goals for children, education, crime prevention, and neighborhood revitalization. Residents participated in the Safe Orlando Task Force, Mayor's Education Action Council, Mayor's Parramore Task Force, and Blue Ribbon Panel on Education. Mayor Dyer and the City's Families, Parks & Recreation Department (FPR) used this input to begin the systematic transformation of the City's children's programming to incorporate evidence-based and evidence-informed practices with the goals of developing an effective neighborhood model to be scaled up city-wide. Today, the City of Orlando (COO) serves over 11,000 children annually at 34 sites including recreation centers, schools, and non-profit partner locations. Yet, limitations and challenges continue to exist in attempting to serve this ever increasing population. Since that time FPR began the creation of a comprehensive youth development initiative that now includes several highly successful program components. These include: (1) Parramore Kidz Zone (PKZ), a prototype place-based "Promise Neighborhood" program; (2) After-School All-Stars (ASAS), a school based city-wide program that utilizes the 21st Century Community Learning Centers model; (3) Summer Learning Loss Prevention Program, a collaborative program with the district at all FPR recreation centers focused on Language Arts and STEM skill building. Additionally, in 2013 FPR embarked on a new phase of youth programming when it created OPASS. The COO's first AmeriCorps State/National program aimed at providing year round tutoring and mentoring to at-risk middle students. The COO continues to seek out new programs and collaborative partnerships that will specifically increase and enhance evidence based programs for older youth (6-12th grade). When the original Operation AmeriCorps initiative was created in 2015, the COO saw it as a perfect program component to complement the expansion of FPR's youth services model. Prior to that original application the COO designed a needs assessment process to identify the key areas of focus for the program. The COO organized a multidisciplinary assessment team comprised of COO, Orange County Public Schools (OCPS), FPR and ASAS staff. The team gathered and utilized data from a wide range of sources including: U.S. Census Bureau information; Florida educational attainment data; COO neighborhood data, district and state student academic performance data; and community stakeholder surveys completed. Information about service gaps in the area were gathered from feedback solicited from students, parents and community partners, as well as reviews of publicly available information (e.g., COO neighborhood data, Orange County Health Department, etc.). Over 56,000 youth residing in the City of Orlando live in poverty. Older youth ages 16-19 that are currently in the 11th or 12th grade make up over 20% of the total population living at or below the poverty line. These students attend Orange County Public Schools (OCPS), the 10th largest district in the nation and classified as a high need local education agency by the U.S. Department of Education. The neighborhoods and schools targeted in this initiative contain a substantial number of Orlando's most impoverished and low performing students. These neighborhoods are Parramore, Washington Shores / Carver Shores, Rosemont, Engelwood and Lee Vista. The initiative will serve high school juniors and seniors attending Jones H.S., Edgewater H.S., Boone H.S., Colonial H.S., or Lake Nona H.S. and are considered economically disadvantaged, low-performing, and/or not on track for graduation. The Florida Department of Education reported the OCPS drop-out rate at 1.2% and the graduation rate at 77.6% for the 2014-2015 school year. However, in the specific communities targeted for this initiative the drop-out rate rises to 8.8% and the graduation rate drops to 60.4%. The Florida Literacy Coalition reports 73% of Orange County adults have received a high school diploma and/or higher education. Conversely, 20% of Orange County adults are considered functionally illiterate.

In the communities targeted in this application, only 57% of adults have received a high school diploma and the number of functionally illiterate adults increases to 39%. Orange County had nearly 5,600 juvenile arrests in 2014-2015. The juvenile crime rates in these targeted neighborhoods are four to six times higher than the rest of the county. Furthermore, the percentage of arrests for violent crimes, domestic violence and drug related offenses are three times to four times higher in these communities than in the rest of Orange County. According to a national study by the Brookings Institution, the current unemployment rate for teens and young adults in the United States is worse than during the Great Depression and recommends subsidized job programs that include education and internships as a solution. The Plummeting Labor Market Fortunes of Teens and Young Adults released March 14, 2014 by the Brookings Institution points out that in 2000, 45 percent of teens (aged 16 to 19) were employed. By 2011, the last year covered by the study, that ratio had plummeted to 26 percent. For young people between the ages of 16 - 24, unemployment is more than twice the national rate, at 16.1 percent. Unemployment is most severe among low-income teens, those who need the jobs the most, according to the report. The 2014 unemployment rate for Florida youth ages 16-19 is 18.5 percent and 12.7 percent for those ages 20-24, according to the U.S. Bureau of Labor Statistics. The overall rate for Florida youth ages 16-24 is 15.6 percent. Of the 100 largest metropolitan areas in the country, Orlando ranks 79th in the employment rate of youth ages 16-19 (22.1%) and 51st of young adults ages 20-24 (64.8%). Over the past 12 years the employment rate has declined 24% for those ages 16-19 and 8.9% for those ages 20-24. Overall, Orlando ranks 64th in youth employment and opportunity. Ultimately, this places thousands of under-served youth at increased risk for subsequent poverty and unemployment throughout their lifetimes.

2.) Intervention: The overall goal of the COO Operation AmeriCorps (OA) initiative is to ensure every student enrolled in the program graduates high school successfully and has a designated future track (post-secondary school, technical school, military enlistment, AmeriCorps or employment). The initiative will operate both a school year and summer program that will provide academic tutoring, education and career counseling, and youth workforce development training. The program works on an administrative level with OCPS Office of Advanced Studies and in the individual schools directly with the Counseling Departments. During the initial two-year phase of the program, COO members assisted in the creation of OCPS's new College and Career Offices in each of the targeted school sites. These offices now serve as the centerpiece to the OA initiative. Each day members operate out of these offices which give them access to all necessary student data and resource information (ex. FAFSA/financial aid, ACT and SAT, career exploration, school tours, and scholarship opportunities). During the school year portion the program will follow the OCPS school calendar and typically operate Monday - Friday from August 7, 2016 to June 1, 2017. The program will include the identification and recruitment of students, in-school and out-of-school tutoring, and academic advising / advocacy. The summer portion will follow the COO summer program schedule and typically operate Monday to Friday from June 4 to July 31, 2017. The summer will include specialized out of school tutoring, post-secondary transition counseling and workforce education. AmeriCorps members will serve in a variety of roles to achieve the anticipated outcome. Members will be divided into five teams of six members and assigned to one of the five targeted high schools. Members will provide interventions during the school day, after school and throughout the summer. During a typical 8 hour day, corps members spend 3 hours providing tutoring and in-class academic support; 1 hour for lunch/break; 1 hour of planning and documentation time with teammates and/or teachers/specialists; 4 hours of college/career counseling. Members will utilize OCPS academic assessment planning toolkit and intensive tutoring curriculum to implement activities for their students. Each member will be assigned up to forty students as part of their core focus group and be expected to provide the following:

Academic Tutoring: 1.) Provide both school day and out of school tutoring and mentoring for students. 2.) Individual and small group tutoring provided in both settings. 3.) Focus on core subject areas (language arts, math and science). 4.) Provide content specific tutoring or test preparation based on student input and a review of homework assignments, progress reports and report cards. 5.) Specialized areas that include SAT / ACT, study skills and state standardized testing. Education and Career Counseling: 1.) Ensure each student has a dedicated post-high school track for education/career. 2.) Develop Academic Success Plans for each youth in the fall and spring school semester that align with the academic and social goals set during one-on-one meetings. 3.) Schedule low-interference classroom observations where necessary, schedule and/or participate in team or individual teacher meetings concerning student progress. 4.) Identify, prepare and register students for SAT / ACT testing and other post-secondary required testing.

5.) Facilitate students' completion of college / post-secondary career portfolio assignments. 6.) Facilitate students' research and completion of scholarships applications. Additionally, this year OA will be incorporating a new initiative embedded within the program. This new component comes after multiple conversations and interactions that members and students have had with the Orlando Police Department leadership, Orlando Fire Department leadership and city officials over the first two years of the program. The goal is to provide additional activities for students aimed at building positive relationships with local law enforcement and create a pathway for a possible career within the public safety sector. The component will focus on two specific areas: 1.) Create opportunities for open and honest dialogue between students and law enforcement officers. Activities include multiple site and/or neighborhood event visits by OPD officers to take part in small round-table discussions with students and AmeriCorps Members at each site throughout the year. Topics will be focused on community, school and student issues. Members will assist in the facilitation of these conversations. 2.) Career education and counseling activities or events focused on encouraging employment within the public safety sector. This includes utilizing several local resources and their staff to encourage and educate students (Valencia Community College's School of Public Safety, Orlando Police Department Recruiting Unit and Orlando Fire Department's Explorers program). 3.) Theory of Change and Logic Model: College and career counseling serves a critical role in the college-going and career-building process. School counselors and other college access professionals can provide students with the necessary information and guidance to navigate the complex, longitudinal steps of applying to and entering college, tech schools or other post high school pathways (e.g., entrance exams, admissions applications, student financial aid applications) and realizing their career goals. Research suggests that the availability and quality of college and career counseling varies widely among schools, often due to limited financial resources and other counselor time commitments. Operation AmeriCorps (OA) College and Career Counseling model works in conjunction with the OCPS overall school improvement plans and post high-school pathways plan for students. The Initiative follows the What Works Clearinghouse recommendations for assisting high school students navigate the path to college and career: 1.) Offer courses and curricula that prepare students for college-level work, and ensure that students understand what constitutes a college-ready curriculum. 2.) Utilize assessment measures throughout high school so that students are aware of how prepared they are, and assist them in overcoming deficiencies as they are identified. 3.) Surround students with adults and peers who build and support their college-going aspirations. 4.) Engage and assist students in completing critical steps for college and career entry. 5.) Increase student and families' financial awareness, and help students apply for financial aid. The OA collaborative partnership seeks to enhance the ability to increase the overall services to students by focusing member support on these five areas. Overall Change: At the end of the three years, members will have provided over 153,000 hours of interventions in education and academic/career counseling to economically disadvantaged / low-performing / at-risk students to help them excel in school, graduate and successfully move on to an identified career track. Demonstrable Impact: Depending upon funding, COO anticipates providing services to over 3,500 youth in the partnership program over the course of the two years. Of those enrolled, 90% will successfully complete all phases of the OA program, graduate high school successfully and proceed on their planned education/career path. Post-secondary pathway engagement will be tracked through the completion of the student Academic Success Plans by members. Student graduation and academic progress will be certified by OCPS. Student progress is assessed every nine weeks against exit criteria and takes into account student mobility rates, student absences, teacher reassignment, and nominal member attrition. Measurement Tools: Impact will be measured through analyzing student level data and surveys administered to corps members, teachers, and school principals and liaisons. Student level data includes baseline data provided by the district at the start of the school year; formative data (attendance logs, tutoring dosage/frequency, discipline occurrences) collected by the member or provided by the teacher throughout the year; and summative data (assessment data, overall attendance and academic data) provided at end of the assessment cycle. 4.) Evidence Based: Moderate: The OA Initiative design is based on two evidence based national programs, Talent Search and College Possible. The Talent Search program identifies and assists individuals from disadvantaged backgrounds who have the potential to succeed in higher education. The program provides academic, career, and financial counseling to its participants and encourages them to graduate from high school and continue on to and complete their post-secondary education. (US Dept. of Education & TRIO Programs). Talent Search: 1.) Study completed in 2006 by US

Department of Education. Study spans the program years of 1995-2000. 2.) Reports the results of a study of the effect of the program on secondary and postsecondary outcomes in Florida, Indiana, and Texas 3.) Study restricted its analysis to the cohort of students who were in ninth grade in 1995 to 1996 to allow for information on high school completion and postsecondary enrollment, which occurred as late as 2002. 4.) Quasi-experimental design that meets WWC evidence standards with reservations. 5.) Analysis on administrative data compiled in the three states and a quasi-experimental design to create matched comparison groups (Rosenbaum and Rubin xvi 1985). Outcomes of students who participated in Talent Search were compared with outcomes of similar students at the same schools or other schools who did not participate. The study compared secondary and postsecondary outcomes between Talent Search participants and comparison groups within each state. 6.) The findings presented in this report suggest that assisting low-income students who have college aspirations to overcome information barriers is effective in helping these students achieve their aspirations 7.) The results of this quasi-experimental trial provide strong but not unqualified support for the efficacy of the Talent Search program. (Institute of Education Services. WWC.<https://ies.ed.gov/ncee/wwc/study/73772>). College Possible is designed to serve low-income high school students who do not otherwise have the resources or the guidance to earn admission to a four-year college or university. College Possible utilizes AmeriCorps State and National members to provide a two-year after-school curriculum to high school juniors and seniors including SAT and ACT test preparation services, college admissions and financial aid consulting, and guidance in the transition to college. In 2013, an evaluation study of the program was completed titled; Evaluation of the College Possible Program: Results from a Randomized Controlled Trial, Christopher Avery, NBER Working Paper No. 19562, October 2013. College Possible: 1.) Study completed in 2013 by National Bureau of Economic Research. Spans the program years of 2010-2012. 2.) Reports the results of a randomized trial of the College Possible program. 3.) The trial involved 238 students, including 134 who were randomly selected for admission to the program. 4.) Randomized controlled trial that meets WWC evidence standards with reservations. 5.) Individualized information for these students including (1) gender; (2) race/ethnicity; (3) family income; (4) grade-point average (GPA) and (5) internal program rating. Based on this information, each student was matched to a group of two to four similar students from the same school, and then 101 students were admitted to the program on a randomized group-by-group basis designed to admit a predetermined number to admit from each high school. The remaining students were placed on a wait list and 33 were admitted in a separate randomization procedure to fill new spots in the program on a school-by-school basis in Fall 2010. 6.) The results indicate that the program significantly increased both applications and enrollment to both four-year colleges and selective four-year colleges 7.) The results of this randomized trial provide strong but not unqualified support for the efficacy of the College Possible program. WWC. <https://ies.ed.gov/ncee/wwc/Study/78518>). Social and Emotional Learning - There is a great deal of data indicating that large numbers of students are contending with significant social, emotional, and mental health barriers that prevent them from succeeding in both school and life. Educators can address some of the social, emotional, and mental health barriers by helping students develop better SEL skills and creating a safe, caring, and well-managed learning environment that fosters positive decision making and academic success. The five core SEL competencies (self-awareness, self-management, social awareness, relationship skills, and decision making) can help students develop other academic and lifelong learning skills, including higher-order thinking skills (e.g., problem solving, critical thinking), academic success and employability skills (e.g., organization, teamwork), and civic/ consumer/life skills (e.g., civic engagement, social media). To lend support to this theoretical rationale, a growing body of research has documented benefits for students who participate in SEL programs in a range of areas such as students social-emotional skills; attitudes about self, school, and others; social interactions; emotional distress; alcohol and drug use; violence; truancy; bullying; conduct problems; and academic performance (Hawkins et al., 1997; Wang, Haertel, & Walberg, 1997; Wilson, Gottfredson, & Najaka, 2001; Zins, Weissberg, Wang, & Walberg, 2004). Perhaps the most compelling evidence for the benefits of SEL programs comes from a review of positive youth development, SEL, character education, and prevention interventions designed to promote personal and social skills in children and adolescents aged 5-18 (Durlak et al., 2011; Durlak, Weissberg, & Pachan, 2010; Dymnicki, Kendziora, & Osher, 2012). Participation in SEL programs was associated with positive impacts on six major student outcomes, including improved SEL skills, attitudes toward self and others, social behavior, and academic performance as well as reduced conduct problems and emotional distress. 5.) Notice Priority

Proposed: My Brothers Keeper 6.) Member Training: OA members must meet AmeriCorps eligibility requirements, have a high school diploma, receive requisite AmeriCorps and OCPS criminal history checks, and successfully complete orientation program. OA members will receive a pre-service reading outlining the service model, mandatory trainings for AmeriCorps and an on-site orientation to their assigned service location. All members will take part in a mandatory three week orientation training module. The first two weeks will be taught by COO and the third week will be run by OCPS at the member's school site. During orientation, they will be trained, receive a handbook, and sign a Member Service Agreement with the prohibited activities included. The training also includes review of all AmeriCorps requirements and rules regarding prohibited activities. Each member will also be given a full service description, outline of AmeriCorps requirements and list of prohibited activities during training. Throughout the year, administrative staff will review these documents with staff and engage in weekly and monthly reviews of all member activities to ensure compliance. The 250 hour training program for members includes: Topics related to CNCS, AmeriCorps, and Volunteer Florida, academic and curriculum mapping (a 36 week training program in which members receive 30 topic-based trainings in ELA service delivery, 15 topic-based trainings in math delivery, and 32 topic-based trainings social-emotional learning), program operations, classroom instruction, behavior management and modification, technology and data entry. Additional required trainings available to the OA team include disaster preparedness and response (CPR/First Aid), guided leadership development curriculum, community asset mapping, diversity and disability awareness, team building, school observations, conflict resolution, documentation of service, and individual, team, and site AmeriCorps goals. OCPS administrators will provide direct instruction and training to corps members. All pre-service and in-service trainings will be district approved and include topics such as school operations, curriculum, tutoring methods and classroom management. They will also conduct regular observations throughout the year to assure corps members are maintaining standards in content and academic achievement. 7.) Member Supervision: The OA teams will have individual supervisors at each specified location and be overseen by the Program Manager and Academic Coordinator. The supervisor will conduct daily team check-ins, hold weekly team meetings, and conduct monthly one-on-ones with each member of their team to track progress toward goals and service quality, and address school, service or personal issues. The COO will utilize existing managerial staff to supervise corps members. The current managerial staff possesses a wide range of experiences and skill sets relevant to the project. In addition, they will take part in trainings on corps member management and prohibited activities. School Site Supervision: OCPS staff will provide additional supervision to corps members who are tutoring at schools sites. The school principal, assistant principal or other qualified designated school staff will provide direct oversight of the tutoring program for the school. School staff will meet regularly with program supervisor and individual staff to review student progress, corps member performance and overall effectiveness of the program. Supervisor Oversight: ASAS Executive Director, COO-FPR Director will provide direct oversight of the Program Manager. Member Qualifications: All OA members must meet AmeriCorps eligibility requirements, have a high school diploma, receive requisite AmeriCorps and OCPS criminal history checks, and complete orientation. 8.) Member Experience: OA members will participate in COO leadership development program. Through this structured program, members will develop the knowledge and skills to be effective and active citizens. By the end of the year, they will understand their own civic identity and roles they can play, develop civic capacity through competency based learning, training and coaching, and self-directed learning, and demonstrate civic action through implementation of direct service. Part of the foundation of this program will be utilizing the existing Mayor's City Academy. This 10 week program utilizes the City's unique capabilities to teach and empower individuals to discover their own civic identity. Lessons focus on the role of local government, team-based community problem solving, and personal and social development. The program also includes interaction with elected City officials/staff, introduction to City boards and volunteer opportunities and education on effective public policy trends. AmeriCorps Connection: OA members will participate in trainings and events that organized in conjunction with other AmeriCorps service organizations (City Year, United Way, etc.) to create a shared learning experience. This partnership will create a corps member committee in order to connect the members working within the multiple agencies. This committee will also schedule volunteer events and activities that all corps members and agencies will participate in. By regularly connecting a wide array of corps members in engaging and meaningful volunteer activities, OA will foster the AmeriCorps identity and strengthen each corps member's connection to the national

organization. While OA recruitment is open to all individuals across the country, there is a specific focus on recruiting members from Orlando and Central Florida. In the first two years of the program, over 60% of all members were from Central Florida and of that over half actually attended the schools they served in. 9.) Commitment to AmeriCorps Identification: COO will include the AmeriCorps logo on all member uniforms, recruitment material, and other collateral information. The logo will be displayed at AmeriCorps member service locations (e.g. bulletin boards, AmeriCorps program placards, etc.) and OA will be discussed in the media and community through the Office of the Mayor, City Commissioners and Office of Communications. The COO's AmeriCorps program will have its own page on the COO's website and will be regularly updated with program highlights.

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Operation AmeriCorps **City of Orlando**

Application ID: 17AC190346

Budget Dates:

Total Amt	CNCS Share	Grantee Share
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Section I. Program Operating Costs

A. Personnel Expenses	85,000	60,500	24,500
B. Personnel Fringe Benefits	24,055	9,503	14,552
C. Travel			
Staff Travel			
Travel to CNCS-Sponsored Meetings	1,844	800	1,044
Member Travel			0
Total	\$1,844	\$800	\$1,044
D. Equipment			
E. Supplies	3,156	0	3,156
F. Contractual and Consultant Services			
G. Training			
Staff Training	200	200	0
Member Training			
Total	\$200	\$200	\$0
H. Evaluation			
I. Other Program Operating Costs	2,864	0	2,864
Section I. Subtotal	\$117,119	\$71,003	\$46,116

Section I Percentage

61%	39%
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Section II. Member Costs

A. Living Allowance			
Full Time (1700 hrs)	395,010	300,000	95,010
1-Year Half Time (900 hours)	0	0	0
Reduced Half Time (675 hrs)	0	0	0
Quarter Time (450 hrs)	0	0	0
Minimum Time (300 hrs)	0	0	0
2-Year Half Time (2nd Year)	0	0	0
2-Year Half Time (1st Year)	0	0	0
Total	\$395,010	\$300,000	\$95,010
B. Member Support Costs			
FICA for Members	30,218	20,000	10,218
Worker's Compensation	4,937	0	4,937
Health Care	43,200	0	43,200
Total	\$78,355	\$20,000	\$58,355
Section II. Subtotal	\$473,365	\$320,000	\$153,365

Section II. Percentages

68%	32%
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Section III. Administrative/Indirect Costs

A. Corporation Fixed Percentage			
Corporation Fixed Amount	37,305	12,305	25,000
Commission Fixed Amount	8,226	8,226	0
Total	\$45,531	\$20,531	\$25,000
B. Federally Approved Indirect Cost Rate			
Section III. Subtotal	\$45,531	\$20,531	\$25,000

Section III Percentage

45%	55%
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Section I + III. Funding Percentages

56%	44%
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Budget Totals	\$636,015	\$411,534	\$224,481
Budget Total Percentage		65%	35%
Required Match		24%	
# of years Receiving CNCS Funds		3	

**Operation AmeriCorps
City of Orlando**

Total MSYs		30.00	
Cost/MSY		\$13,718	
Budget Totals	Total Amt	CNCS Share	Grantee Share
	\$0	\$0	\$0
Budget Total Percentage		0%	0%
Required Match		24%	
# of years Receiving CNCS Funds		3	
Total MSYs		30.00	

Budget Narrative: Operation AmeriCorps for City of Orlando**Section I. Program Operating Costs****A. Personnel Expenses**

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
Program Manager: - 1 person(s) at 50000 each x 100 % usage	35,500	14,500	50,000
Academic Coordinator: - 1 person(s) at 35000 each x 100 % usage	25,000	10,000	35,000
CATEGORY Totals	60,500	24,500	85,000

B. Personnel Fringe Benefits

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA: FICA: 7.65% x \$85,000 = \$6,503	6,503	0	6,503
Health Insurance: Health Care: \$8,202 per staff x 2 FT staff = \$16,404	3,000	13,404	16,404
Workers Compensation: Workers Compensation: 1.35% x \$85,000 = \$1,148	0	1,148	1,148
CATEGORY Totals	9,503	14,552	24,055

C. Travel**Staff Travel**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: VF Fall and Spring: Hotel = \$436 (2 hotel rooms x \$109 per night x 2 nights) + Meals = \$216 (meals at \$108 per diem x 2 staff) + Shared Auto = \$190 (auto rental at \$190 per trip) + Fuel = \$80 (fuel est. per trip) = \$922 x 2 trainings = \$1,844	800	1,044	1,844
CATEGORY Totals	800	1,044	1,844

Member Travel

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

D. Equipment

Item/Purpose -Qty -Unit Cost	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

E. Supplies

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Member Uniforms: Member Uniforms: Corps Member uniform package \$105.20 per member * 30 members = \$3000. Cost includes 4 logo polo shirts	0	3,156	3,156

(\$20.30 per/\$81.20 total), 6 logo t-shirts (\$4 per/ \$24 total).			
CATEGORY Totals	0	3,156	3,156

F. Contractual and Consultant Services

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

G. Training

Staff Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
VF Training Registration: Registration for two staff to attend VF required trainings. \$50 registration fee x 2 staff x 2 trainings.- Daily Rate of 50	200	0	200
CATEGORY Totals	200	0	200

Member Training

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

H. Evaluation

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0

I. Other Program Operating Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Criminal Background Checks: \$89.50 per Corps member for 30 members and 2 FT staff. Cost based on City of Orlando local, state and federal check. 32 x \$89.50=\$2864	0	2,864	2,864
CATEGORY Totals	0	2,864	2,864
SECTION Totals	71,003	46,116	117,119
PERCENTAGE	61%	39%	

Section II. Member Costs

A. Living Allowance

Item -# Mbrs w/ Allow -Allowance Rate -# Mbrs w/o Allow	CNCS Share	Grantee Share	Total Amount
Full Time (1700 hrs): 30 Member(s) at a rate of 13167 each Members W/O allowance 0	300,000	95,010	395,010
1-Year Half Time (900 hours): Member(s) at a rate of each	0	0	0

Members W/O allowance			
2-Year Half Time (1st Year): Member(s) at a rate of each Members W/O allowance	0	0	0
2-Year Half Time (2nd Year): Member(s) at a rate of each Members W/O allowance	0	0	0
Reduced Half Time (675 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Quarter Time (450 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Minimum Time (300 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
CATEGORY Totals	300,000	95,010	395,010

B. Member Support Costs

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: $7.65\% \times \$395,010 = \$30,218$	20,000	10,218	30,218
Worker's Compensation: $1.25\% \times \$395,010 = \4937	0	4,937	4,937
Health Care: \$120 per month x 12 months x 30 members = \$43200	0	43,200	43,200
CATEGORY Totals	20,000	58,355	78,355
SECTION Totals	320,000	153,365	473,365
PERCENTAGE	68%	32%	

Section III. Administrative/Indirect Costs

A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount: Section I + Section II (CNCS) $\$391,003 \times .0526 \times .60 = \$12,340$ (only using 99.716% of total) = \$4,807 and Section I+Section II $\times .10 = \$59,048$ (only utilizing 42.33843% of allowed amount)	12,305	25,000	37,305
Commission Fixed Amount: Section I + Section II (CNCS) $\$391,003 \times .0526 \times .40 = \$8,226$	8,226	0	8,226
CATEGORY Totals	20,531	25,000	45,531

B. Federally Approved Indirect Cost Rate

Calculation -Cost Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
CATEGORY Totals	0	0	0
SECTION Totals	20,531	25,000	45,531
PERCENTAGE	45%	55%	

BUDGET Totals	411,534	224,481	636,015
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PERCENTAGE	65%	35%	
Total MSYs	30.00		
Cost/MSY	13,718		

Source of Funds

Section	Match Description	Amount	Type	Source
Source of Funds	City of Orlando - FPR Department (funding secured)	164,481	Cash	State/Local
	City of Orlando - FPR Department (funding secured)	60,000	In Kind	State/Local
Total Source of Funds		224,481		



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Exhibit I
Contract Provisions
2017-2018

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 Terms and Conditions for AmeriCorps State and National Grants and the General Grant Terms and Conditions (Exhibit IV).
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 Terms and Conditions for AmeriCorps State and National Grants and the General Grant Terms and Conditions 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.

1

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 incorporated by reference herein.

1. . Staff positions, duties, responsibilities and the number of staff working in the program may be revised if requested in writing by the provider and approved in writing by the Commission, provided such revisions do not exceed original budgeted amounts for staff. The Provider will hire and maintain a minimum of 1.0 FTE Program Director to be responsible for the overall management of the program.
2. . In the event of change in staff, the Provider agrees to provide new staff with a program operations manual and/or policies and procedures for the AmeriCorps program. The Provider agrees to notify the Commission in writing within ten (10) working days of any program staff vacancies funded by this grant.
3. **AmeriCorps Member Recruitment and Responsibilities**
 - a. Recruit AmeriCorps Members into service within 60 days of implementation of this contract. Members will be provided with a living allowance in accordance with the AmeriCorps Terms and Conditions (Exhibit IV). Members will provide direct service in areas outlined in the approved proposal (Exhibit II).
 - b. The Provider agrees to develop and enter into signed agreement with each Member using an AmeriCorps Member Service Agreement in compliance with the AmeriCorps Terms and Conditions and General Grant Terms and Conditions (Exhibit IV).
 - c. The Provider agrees to implement the program's Commission approved Disability Community Development Plan to recruit persons with disabilities into the program.
 - d. The Provider agrees to establish and maintain a disaster-oriented role with a partner organization for its members, staff and volunteers to assist in disaster preparedness, response, recovery and/or mitigation activities. The Provider agrees to document this disaster-oriented role in writing with a letter of



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acknowledgement, at a minimum, from the partnering organization. See section I.J. of contract.

- e. The positions, position descriptions, and number of Members serving in this program may be revised if requested in writing by the provider and approved in writing by the Commission.
- f. All Members must be enrolled in the eGrants AmeriCorps Portal. The Provider further agrees to assign members to a service location within the AmeriCorps Portal no more than 30 days from start of service.
- g. Member positions may only be revised through a Member Change of Status Form completed via the eGrants AmeriCorps Portal for each Member, approved by the Commission and for the following conditions:
 - i. suspension;
 - ii. change of term;
 - iii. ending service early;
 - iv. reinstatement to service;
 - v. utilization of the Family Medical Leave Act; or
 - vi. transfer to another AmeriCorps program.

The program agrees to keep all documentation associated with Member Change of Status in a member file. Compelling personal circumstances related to requested Member exit must be approved by the Commission and must adhere to Commission guidelines.

- h. The Provider will complete a National Service Criminal History Check of all members and staff supported by CNCS grantee and match funds. National Service Criminal History Checks include a nationwide name-based check of the National Sex Offender Public Website (NSOPW), either a name- or fingerprint-based search of the statewide criminal history registry in the candidate's State of residence and in the State where the individual will serve or work; AND a fingerprint-based FBI check. The Provider will complete and document National Service Criminal History Checks of members and staff in accordance with CNCS requirements found at <http://www.nationalservice.gov/resources/criminal-history-check>
- i. The Provider must submit the Volunteer Florida National Service Criminal History Check Status Form (Exhibit III) with NSOPW clearance documents by the third month of the contract. Clearance documentation of State of residence, State of service and FBI checks must also be provided. New or high risk programs may be requested to provide at the beginning of the contract period. Failure to complete the status form may result in delay of program reimbursements.



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- j. A National Service Trust End of Term of Service/Exit Form must be completed via the eGrants AmeriCorps Portal for each Member upon completion of her/his term of service.
- k. The Provider will complete forms via the eGrants AmeriCorps Portal within 30 days upon a member's enrollment in, completion of, lengthy or indefinite suspension from, or release from, a term of service.
- l. The Provider will report member service hours to the Commission in alignment with Commission reporting requirements and will audit and update member service hours at least monthly. The Commission reserves the right to review Member service hours at any time.

4. AmeriCorps Staff Training

- a. The Commission will ensure the provision of training and/or technical assistance to ensure successful program implementation and operation. The required trainings include the Volunteer Florida Program Director Meetings and associated webinars.
- b. Program Directors must complete a minimum of one (1) disability related trainings each year. Training not provided by the Commission must be approved in advance by Commission staff designated to oversee the Commission's disability inclusion responsibilities. Suggested topics are, but are not limited to the following:
 - i. Disability awareness and appreciation
 - ii. Title I of the Americans with Disabilities Act
 - iii. Title III of the Americans with Disabilities Act
 - iv. Supervisory techniques
- c. The Commission will ensure the provision of fiscal training and/or technical assistance to ensure successful fiscal program implementation and operation. Program fiscal staff will be required to complete the Volunteer Florida Fiscal Trainings.

5. AmeriCorps Member Training

- a. The Provider will ensure the provision of training and/or technical assistance for members. Required trainings include:
 - i. American Red Cross-certified or comparable CPR and First Aid training. The Provider will have all members trained or certified in CPR and First Aid.
 - ii. Diversity appreciation
 - iii. Citizenship iv. Disability awareness and appreciation training adhering to the Commission's approved content.
 - v. Introduction to disaster preparedness, mitigation, and response.



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b. Other suggested training topics include, but are not limited to:

- i. Team building
- ii. Conflict resolution
- iii. Career development
- iv. Life after

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v. Additional disaster response training including; Emergency Shelter Operations, Emergency Temporary Roofing, Points of Distribution, Volunteer Reception Center Simulation.

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 II, which is attached hereto and incorporated by reference herein.

1. **Match Requirements and Cash or In-Kind Contributions:**

The Provider must provide matching funds cash or in-kind contributions as a dollar amount as stated in Exhibit II of the Provider Budget. State of Florida appropriation funding should not be used as matching funds. Approval must be obtained by the Commission if the Provider anticipates utilizing State of Florida appropriation funding as match.

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. **Planning and Program Reporting.**

1. **Progress Reports.** All AmeriCorps programs are required to complete and submit Grantee Progress Reports ("Progress Reports") during the term of the Provider Agreement via a format approved by the Commission. High risk



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programs may also be asked to complete and submit Monthly Progress Reports. Grantee Progress Reports shall be submitted by the Provider at designate times, including mid year and end of year. 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").

H. **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 of the online CNCS Key Concepts of Financial and Grants Management training located on the CNCS Resource Center website within forty-five (45) days of the Effective Date. To request Litmos account access, email serviceresources@cns.gov.

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 of the online CNCS National Service Criminal History Checks training located on the CNCS Knowledge Network website within fortyfive (45) days of the Effective Date. To request Litmos account access, email serviceresources@cns.gov.



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The Program Director and Fiscal Contact, as identified herein, must complete this online course. Confirmation of completion should be submitted as a grant requirement prior to 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**"). 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 confirmation of completion of the financial training and of the criminal history checks training. 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



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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 using the Volunteer Florida Property & Equipment Inventory Form attached hereto as Exhibit VIII and incorporated herein by reference (the "Property & Equipment 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 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.

I. 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



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- 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 Terms and Conditions for AmeriCorps State and National Grants and the General Grant Terms and Conditions. Members may not be placed in single site service placements unless approved in advance by the Commission. Agreements should 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.
- J. **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



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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 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 for specific training questions and opportunities.

K. **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.

L. **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 the Corporation for National & Community Service.

M. **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.



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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 Provider will facilitate contact with community agencies or individuals for the Commission or its consultants;

N. 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.



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- a. **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.
- b. **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 subcontracts entered into by the Provider for any services for \$25,000.00 or greater.
- c. **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.

d. **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).

O. **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 with executed contract.

P. 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 on member service gear, service site signage and organizational website and other written and pictorial communication media for all programs funded wholly or in part by the Commission. The Provider agrees to comply with the Corporation for National and Community Service's AmeriCorps Branding and Messaging Guidance.
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



volunteerflorida

D. Contract Continuation. Not applicable.

PART I - FACE SHEET

APPLICATION FOR FEDERAL ASSISTANCE

Modified Standard Form 424 (Rev.02/07 to conform to the Corporation's eGrants System)

1. TYPE OF SUBMISSION:

Application ☒ Non-Construction2a. DATE SUBMITTED TO CORPORATION
FOR NATIONAL AND COMMUNITY
SERVICE (CNCS):

3. DATE RECEIVED BY STATE

13-JAN-17

STATE APPLICATION IDENTIFIER:

2b. APPLICATION ID:

17AC190346

4. DATE RECEIVED BY FEDERAL AGENCY:

FEDERAL IDENTIFIER:

15ACHFL0020007

5. APPLICATION INFORMATION

LEGAL NAME: City of Orlando

DUNS NUMBER: 070343640

ADDRESS (give street address, city, state, zip code and county):

400 S Orange Ave

PO Box 4990

Orlando FL 32801 - 3360

County: Orange

NAME AND CONTACT INFORMATION FOR PROJECT DIRECTOR OR OTHER
PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give
area codes):

NAME: Tyler J. Chandler

TELEPHONE NUMBER: (407) 246-4322

FAX NUMBER:

INTERNET E-MAIL ADDRESS: tyler.chandler@cityoforlando.net

6. EMPLOYER IDENTIFICATION NUMBER (EIN):

598000396

7. TYPE OF APPLICANT:

7a. Local Government - Municipal

7b. Local Government, Municipal

8. TYPE OF APPLICATION (Check appropriate box).

☒ NEW☐ NEW/PREVIOUS GRANTEE☐ CONTINUATION☐ AMENDMENT

If Amendment, enter appropriate letter(s) in box(es):

A. AUGMENTATION

B. BUDGET REVISION

C. NO COST EXTENSION D. OTHER (specify below):

9. NAME OF FEDERAL AGENCY:

Corporation for National and Community Service

10a. CATALOG OF FEDERAL DOMESTIC ASSISTANCE NUMBER: 94.006

10b. TITLE: AmeriCorps State

11a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT:

Operation AmeriCorps

11b. CNCS PROGRAM INITIATIVE (IF ANY):

12. AREAS AFFECTED BY PROJECT (List Cities, Counties, States, etc):

Orlando, Florida

Orange County, Florida

13. PROPOSED PROJECT: START DATE: 08/01/17 END DATE: 07/31/18

14. CONGRESSIONAL DISTRICT OF: a.Applicant ☐ FL 10 b.Program ☐ FL 10

15. ESTIMATED FUNDING: Year #: 1

16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE
ORDER 12372 PROCESS?☐ YES. THIS PREAPPLICATION/APPLICATION WAS MADE AVAILABLE
TO THE STATE EXECUTIVE ORDER 12372 PROCESS FOR
REVIEW ON:

DATE:

☒ NO. PROGRAM IS NOT COVERED BY E.O. 12372

17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?

☐ YES If "Yes," attach an explanation. ☒ NO18. TO THE BEST OF MY KNOWLEDGE AND BELIEF, ALL DATA IN THIS APPLICATION/PREAPPLICATION ARE TRUE AND CORRECT, THE DOCUMENT HAS BEEN
DULY AUTHORIZED BY THE GOVERNING BODY OF THE APPLICANT AND THE APPLICANT WILL COMPLY WITH THE ATTACHED ASSURANCES IF THE ASSISTANCE
IS AWARDED.

a. TYPED NAME OF AUTHORIZED REPRESENTATIVE:

Tyler J. Chandler

b. TITLE:

c. TELEPHONE NUMBER:

(407) 246-4322

d. SIGNATURE OF AUTHORIZED REPRESENTATIVE:

e. DATE SIGNED:

05/26/17

Narratives

Executive Summary

The City of Orlando proposes to have 30 AmeriCorps members who will continue the Operation AmeriCorps initiative by implementing an academic advocacy and counseling program targeted at high school juniors and seniors and provide these services in five Orlando area high schools (Boone, Colonial, Edgewater, Jones, and Lake Nona). At the end of the first program year, the AmeriCorps members will be responsible for assisting 1,000 students to complete the program by ensuring each student enrolled graduates high school successfully and has a designated future track (post-secondary school, technical school, military enlistment, national service or employment). In addition, the AmeriCorps members will leverage an additional 100 volunteers who will be engaged in enhancing the services provided to the students. This program will focus on the CNCS focus area of Education. The CNCS investment of \$411,534 will be matched with \$224,481 from the City of Orlando.

Rationale and Approach/Program Design

1.) Need: In 2006, City of Orlando Mayor Buddy Dyer launched an unprecedented effort to build community consensus around goals for children, education, crime prevention, and neighborhood revitalization. Residents participated in the Safe Orlando Task Force, Mayor's Education Action Council, Mayor's Parramore Task Force, and Blue Ribbon Panel on Education. Mayor Dyer and the City's Families, Parks & Recreation Department (FPR) used this input to begin the systematic transformation of the City's children's programming to incorporate evidence-based and evidence-informed practices with the goals of developing an effective neighborhood model to be scaled up city-wide. Today, the City of Orlando (COO) serves over 11,000 children annually at 34 sites including recreation centers, schools, and non-profit partner locations. Yet, limitations and challenges continue to exist in attempting to serve this ever increasing population. Since that time FPR began the creation of a comprehensive youth development initiative that now includes several highly successful program components. These include: (1) Parramore Kidz Zone (PKZ), a prototype place-based "Promise Neighborhood" program; (2) After-School All-Stars (ASAS), a school based city-wide program that utilizes the 21st Century Community Learning Centers model; (3) Summer Learning Loss Prevention Program, a collaborative program with the district at all FPR recreation centers focused on Language Arts and STEM skill building. Additionally, in 2013 FPR embarked on a new phase of youth programming when it created OPASS. The COO's first AmeriCorps State/National program aimed at providing year round tutoring and mentoring to at-risk middle students. The COO continues to seek out new programs and collaborative partnerships that will specifically increase and enhance evidence

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based programs for older youth (6-12th grade). When the original Operation AmeriCorps initiative was created in 2015, the COO saw it as a perfect program component to complement the expansion of FPR's youth services model. Prior to that original application the COO designed a needs assessment process to identify the key areas of focus for the program. The COO organized a multidisciplinary assessment team comprised of COO, Orange County Public Schools (OCPS), FPR and ASAS staff. The team gathered and utilized data from a wide range of sources including: U.S. Census Bureau information; Florida educational attainment data; COO neighborhood data, district and state student academic performance data; and community stakeholder surveys completed. Information about service gaps in the area were gathered from feedback solicited from students, parents and community partners, as well as reviews of publicly available information (e.g., COO neighborhood data, Orange County Health Department, etc.). Over 56,000 youth residing in the City of Orlando live in poverty. Older youth ages 16-19 that are currently in the 11th or 12th grade make up over 20% of the total population living at or below the poverty line. These students attend Orange County Public Schools (OCPS), the 10th largest district in the nation and classified as a high need local education agency by the U.S. Department of Education. The neighborhoods and schools targeted in this initiative contain a substantial number of Orlando's most impoverished and low performing students. These neighborhoods are Parramore, Washington Shores / Carver Shores, Rosemont, Engelwood and Lee Vista. The initiative will serve high school juniors and seniors attending Jones H.S., Edgewater H.S., Boone H.S., Colonial H.S., or Lake Nona H.S. and are considered economically disadvantaged, low-performing, and/or not on track for graduation. The Florida Department of Education reported the OCPS drop-out rate at 1.2% and the graduation rate at 77.6% for the 2014-2015 school year. However, in the specific communities targeted for this initiative the drop-out rate rises to 8.8% and the graduation rate drops to 60.4%. The Florida Literacy Coalition reports 73% of Orange County adults have received a high school diploma and/or higher education. Conversely, 20% of Orange County adults are considered "functionally illiterate". In the communities targeted in this application, only 57% of adults have received a high school diploma and the number of "functionally illiterate" adults increases to 39%. Orange County had nearly 5,600 juvenile arrests in 2014-2015. The juvenile crime rates in these targeted neighborhoods are four to six times higher than the rest of the county. Furthermore, the percentage of arrests for violent crimes, domestic violence and drug related offenses are three times to four times higher in these communities than in the rest of Orange County. According to a national study by the Brookings Institution, the current unemployment rate for teens and young adults in the United States is worse than during the Great Depression and recommends

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subsidized job programs that include education and internships as a solution. The Plummeting Labor Market Fortunes of Teens and Young Adults released March 14, 2014 by the Brookings Institution points out that in 2000, 45 percent of teens (aged 16 to 19) were employed. By 2011, the last year covered by the study, that ratio had plummeted to 26 percent. For young people between the ages of 16 - 24, unemployment is more than twice the national rate, at 16.1 percent. Unemployment is most severe among low-income teens, those who need the jobs the most, according to the report. The 2014 unemployment rate for Florida youth ages 16-19 is 18.5 percent and 12.7 percent for those ages 20-24, according to the U.S. Bureau of Labor Statistics. The overall rate for Florida youth ages 16-24 is 15.6 percent. Of the 100 largest metropolitan areas in the country, Orlando ranks 79th in the employment rate of youth ages 16-19 (22.1%) and 51st of young adults ages 20-24 (64.8%). Over the past 12 years the employment rate has declined 24% for those ages 16-19 and 8.9% for those ages 20-24. Overall, Orlando ranks 64th in youth employment and opportunity. Ultimately, this places thousands of under-served youth at increased risk for subsequent poverty and unemployment throughout their lifetimes.

2.) Intervention: The overall goal of the COO Operation AmeriCorps (OA) initiative is to ensure every student enrolled in the program graduates high school successfully and has a designated future track (post-secondary school, technical school, military enlistment, AmeriCorps or employment). The initiative will operate both a school year and summer program that will provide academic tutoring, education and career counseling, and youth workforce development training. The program works on an administrative level with OCPS Office of Advanced Studies and in the individual schools directly with the Counseling Departments. During the initial two-year phase of the program, COO members assisted in the creation of OCPS's new College and Career Offices in each of the targeted school sites. These offices now serve as the centerpiece to the OA initiative. Each day members operate out of these offices which give them access to all necessary student data and resource information (ex. FAFSA/financial aid, ACT and SAT, career exploration, school tours, and scholarship opportunities). During the school year portion the program will follow the OCPS school calendar and typically operate Monday - Friday from August 7, 2016 to June 1, 2017. The program will include the identification and recruitment of students, in-school and out-of-school tutoring, and academic advising / advocacy. The summer portion will follow the COO summer program schedule and typically operate Monday to Friday from June 4 to July 31, 2017. The summer will include specialized out of school tutoring, post-secondary transition counseling and workforce education. AmeriCorps members will serve in a variety of roles to achieve the anticipated outcome. Members will be divided

Narratives

int five teams of six members and assigned to one of the five targeted high schools. Members will provide interventions during the school day, after school and throughout the summer. During a typical 8 hour day, corps members spend 3 hours providing tutoring and in-class academic support; 1 hour for lunch/break; 1 hour of planning and documentation time with teammates and/or teachers/specialists; 4 hours of college/career counseling. Members will utilize OCPS academic assessment planning toolkit and intensive tutoring curriculum to implement activities for their students. Each member will be assigned up to forty students as part of their core focus group and be expected to provide the following:

Academic Tutoring: 1.) Provide both school day and out of school tutoring and mentoring for students. 2.) Individual and small group tutoring provided in both settings. 3.) Focus on core subject areas (language arts, math and science). 4.) Provide content specific tutoring or test preparation based on student input and a review of homework assignments, progress reports and report cards. 5.) Specialized areas that include SAT / ACT, study skills and state standardized testing.

Education and Career Counseling: 1.) Ensure each student has a dedicated post-high school track for education/career. 2.) Develop Academic Success Plans for each youth in the fall and spring school semester that align with the academic and social goals set during one-on-one meetings. 3.) Schedule low-interference classroom observations where necessary, schedule and/or participate in team or individual teacher meetings concerning student progress. 4.) Identify, prepare and register students for SAT / ACT testing and other post-secondary required testing. 5.) Facilitate students' completion of college / post-secondary career portfolio assignments. 6.) Facilitate students' research and completion of scholarships applications.

Additionally, this year OA will be incorporating a new initiative embedded within the program. This new component comes after multiple conversations and interactions that members and students have had with the Orlando Police Department leadership, Orlando Fire Department leadership and city officials over the first two years of the program. The goal is to provide additional activities for students aimed at building positive relationships with local law enforcement and create a pathway for a possible career within the public safety sector. The component will focus on two specific areas: 1.) Create opportunities for open and honest dialogue between students and law enforcement officers. Activities include multiple site and/or neighborhood event visits by OPD officers to take part in small round-table discussions with students and AmeriCorps Members at each site throughout the year. Topics will be focused on community, school and student issues. Members will assist in the facilitation of these conversations. 2.) Career education and counseling activities or events used on

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encouraging employment within the public safety sector. This includes utilizing several local resources and their staff to encourage and educate students (Valencia Community College's School of Public Safety, Orlando Police Department Recruiting Unit and Orlando Fire Department's Explorers program).

3.) Theory of Change and Logic Model: College and career counseling serves a critical role in the college-going and career-building process. School counselors and other college access professionals can provide students with the necessary information and guidance to navigate the complex, longitudinal steps of applying to and entering college, tech schools or other post high school pathways (e.g., entrance exams, admissions applications, student financial aid applications) and realizing their career goals. Research suggests that the availability and quality of college and career counseling varies widely among schools, often due to limited financial resources and other counselor time commitments. Operation AmeriCorps (OA) College and Career Counseling model works in conjunction with the OCPS overall school improvement plans and post high-school pathways plan for students. The initiative follows the What Works Clearinghouse recommendations for assisting high school students navigate the path to college and career: 1.) Offer courses and curricula that prepare students for college-level work, and ensure that students understand what constitutes a college-ready curriculum. 2.) Utilize assessment measures throughout high school so that students are aware of how prepared they are, and assist them in overcoming deficiencies as they are identified. 3.) Surround students with adults and peers who build and support their college-going aspirations. 4.) Engage and assist students in completing critical steps for college and career entry. 5.) Increase student and families' financial awareness, and help students apply for financial aid. The OA collaborative partnership seeks to enhance the ability to increase the overall services to students by focusing member support on these five areas. Overall Change: At the end of the three years, members will have provided over 153,000 hours of interventions in education and academic/career counseling to economically disadvantaged / low-performing / at-risk students to help them excel in school, graduate and successfully move on to an identified career track. Demonstrable Impact: Depending upon funding, COO anticipates providing services to over 3,500 youth in the partnership program over the course of the two years. Of those enrolled, 90% will successfully complete all phases of the OA program, graduate high school successfully and proceed on their planned education/career path. Post-secondary pathway engagement will be tracked through the completion of the student Academic Success Plans by members. Student graduation and academic progress will be certified by OCPS. Student progress is assessed every nine weeks against exit criteria and taken into account student

Narratives

m bility rates, student absences, teacher reassignment, and nominal member attrition. Measurement Tools: Impact will be measured through analyzing Student level data and surveys administered to corps members, teachers, and school principals and liaisons. Student level data includes baseline data provided by the district at the start of the school year; formative data (attendance logs, tutoring dosage/frequency, discipline occurrences) collected by the member or provided by the teacher throughout the year; and summative data (assessment data, overall attendance and academic data) provided at end of the assessment cycle.

4.) Evidence Based: Moderate: The OA initiative design is based on two evidence based national programs, Talent Search and College Possible.

The Talent Search program identifies and assists individuals from disadvantaged backgrounds who have the potential to succeed in higher education. The program provides academic, career, and financial counseling to its participants and encourages them to graduate from high school and continue on to and complete their post-secondary education. (US Dept. of Education & TRIO Programs). Talent Search: 1.) Study completed in 2006 by US Department of Education. Study spans the program years of 1995-2000. 2.) Reports the results of a study of the effect of the program on secondary and postsecondary outcomes in Florida, Indiana, and Texas 3.) Study restricted its analysis to the cohort of students who were in ninth grade in 1995 to 1996 to allow for information on high school completion and postsecondary enrollment, which occurred as late as 2002. 4.) Quasi-experimental design that meets WWC evidence standards with reservations. 5.) Analysis on administrative data compiled in the three states and a quasi-experimental design to create matched comparison groups (Rosenbaum and Rubin xvi 1985). Outcomes of students who participated in Talent Search were compared with outcomes of similar students at the same schools or other schools who did not participate. The study compared secondary and postsecondary outcomes between Talent Search participants and comparison groups within each state. 6.) The findings presented in this report suggest that assisting low-income students who have college aspirations to overcome information barriers is effective in helping these students achieve their aspirations 7.) The results of this quasi-experimental trial provide strong but not unqualified support for the efficacy of the Talent Search program. (Institute of Education Services. WWC. <https://ies.ed.gov/ncee/wwc/study/73772>). College Possible is designed to serve low-income high school students who do not otherwise have the resources or the guidance to earn admission to a four-year college or university. College Possible utilizes AmeriCorps State and National members to provide a two-year after-school curriculum to high school juniors and seniors including SAT and ACT test preparation services, college admissions

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**Volunteer Florida
National Service Criminal History Check
Status Form**

Name (Last Name, First Name)	Position Title	Hire/Enrollment Date	FBI Fingerprint Criminal History Check	National Sex Offender Public Registry	State of Residency Criminal History Check
<i>Doe, Jane</i>	<i>Member</i>	<i>9/1/17</i>	<i>INITIATED 8/31/17</i>	<i>COMPLETED 8/31/17</i>	<i>INITIATED 8/31/17</i>

Exhibit III

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This National Service Criminal History Check Status Form must be completed and submitted online as a **Grant Requirement by the third month of the contract. NSOPW clearance documents must accompany Exhibit III.** National Sex Offender Public Registry (NSOPR) must be completed prior to any **member or staff** serving with or without accompaniment. Failure to submit this form may result in withholding of reimbursement.

Lead Agency:	
AmeriCorps Program Name:	
Program Director:	
Program Start Date:	

INSTRUCTIONS

1. Please add each staff member (listed in Section A. of budget narrative), funded through AmeriCorps CNCS share or grantee share.
2. Please add each AmeriCorps member for the current program year.
3. Indicate the following:
 - a. If the check has been completed by typing "COMPLETED"
 - b. If the check has been initiated by typing "INITIATED"
 - c. The date the check was completed and/or initiated

Name (Last Name, First Name)	Position Title	Hire/Enrollment Date	FBI Fingerprint Criminal History Check	National Sex Offender Public Registry	State of Residency Criminal History Check

[illegible]

I, _____, certify that this information is accurate and correct. I understand that incorrect information could result in the Commission recouping any costs associated with the individual member or staff in question, including travel costs, training expenses, living allowances, salaries etc.

Exhibit III

Signature

Date

**2017 GENERAL GRANT AND COOPERATIVE AGREEMENT
TERMS AND CONDITIONS**
Effective December 1, 2016

These Corporation for National & Community Service (CNCS) General Grant and Cooperative Agreement Terms and Conditions (General Terms and Conditions) are binding on the recipient. By accepting funds under this award, the recipient agrees to comply with, and include in all awards and subawards, these General Terms and Conditions, the program-specific terms and conditions, all applicable Federal statutes, regulations and guidelines, and any amendments thereto. The recipient agrees to operate the funded program in accordance with the approved application and budget, supporting documents, and other representations made in support of the approved application. The term recipient is used to connote either recipient or subrecipient, as appropriate, throughout these General Terms and Conditions.

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I. CHANGES FROM THE 2016 GENERAL TERMS AND CONDITIONS

Section III. L. – Updated CNCS’ address

Section III. M. – Section added

II. GOVERNING AUTHORITIES

A. LEGISLATIVE AND REGULATORY AUTHORITY

This award is authorized by and subject to The National and Community Service Act of 1990, as amended, (42 U.S.C. 12501 *et seq.*) (NCSA) and/or the Domestic Volunteer Service Act of 1973, as amended, (42 U.S.C. 4950 *et seq.*) (DVSA), the Federal Grant and Cooperative Agreement Act (FGCAA), 31 U.S.C. §§6301-6308, and CNCS’s implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and CNCS’s implementing regulations, as applicable.

B. OTHER APPLICABLE TERMS AND CONDITIONS

This award is subject to the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at 2 CFR Part 200 and CNCS’s implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations.

The recipient must comply with all other applicable statutes, executive orders, regulations, and policies governing the award, including, but not limited to, those included in 2 CFR Chapter I, as well as those cited in these General Terms and Conditions and Program Specific Terms and Conditions, and the Assurances and Certifications. Some of these requirements are discussed in these General Terms and Conditions to provide emphasis or additional explanations to recipients. Other provisions are included in these CNCS’s General Terms and Conditions because they are required by specific laws or regulations.

In addition to the applicable statutes and regulations referred to above, the recipient must comply with and perform its award consistent with the requirements stated in:

1. The Notice of Grant Award and Signature Page;
2. These General Terms and Conditions;
3. The Program Specific Terms and Conditions;
4. The Notice of Funding Availability;

5. The recipient's approved application (including the final approved budget, attachments, and pre-award negotiations); and
6. Grant Certification and Assurances.

C. ORDER OF PRECEDENCE

Any inconsistency in the authorities governing the Award shall be resolved by giving precedence in the following order: (a) applicable Federal statutes, (b) applicable Federal regulations, (c) Notice of Grant Award and Signature Page; (d) CNCS Program Specific Terms and Conditions, (e) CNCS General Terms and Conditions, (f) the Notice of Funding Opportunity, and (g) the approved Award Application including all assurances, certifications, attachments, and pre-award negotiations.

III. GENERAL TERMS AND CONDITIONS

A. RESPONSIBILITIES UNDER AWARD ADMINISTRATION

1. **Accountability of the Recipient.** The recipient has full fiscal and programmatic responsibility for managing all aspects of the award and award-supported activities, subject to the oversight of CNCS. The recipient is accountable to CNCS for its operation of the program and the use of CNCS award funds. The recipient must expend award funds in a judicious and reasonable manner, and it must record accurately the service activities and outcomes achieved under the award. Although recipients are encouraged to seek the advice and opinion of CNCS on special problems that may arise, such advice does not diminish the recipient's responsibility for making sound judgments and does not shift the responsibility for operating decisions to CNCS.
2. **Subawards.** If authorized by law and permitted by CNCS, a recipient may make subawards in accordance with the requirements set forth in the Uniform Guidance. The recipient must have and implement a plan for oversight and monitoring that complies with the requirements applicable to pass through entities identified at 2 CFR § 200.331 to ensure that each subrecipient has agreed to comply, and is complying, with award requirements.

A recipient of a Federal award that is a pass-through entity has certain obligations to its subrecipients. Those requirements are located at 2 CFR § 200.331, §200.207, § 200.338, and 2 CFR Part 200 Subpart F.

3. **Notice to CNCS.** The recipient will notify the appropriate CNCS Program or Grants Officer immediately of any developments or delays that have a significant impact on funded activities, any significant problems relating to the administrative or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or recipient. The recipient will inform the CNCS Program or Grants Officer about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation.

B. FINANCIAL MANAGEMENT STANDARDS

1. **General.** The recipient must maintain financial management systems that comply with 2 CFR § 200.302(b). The recipient's financial management systems must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. The systems must be able to identify costs by program year and by budget category, and to differentiate between direct and indirect costs. For all recipient's financial management requirements and responsibilities, refer to Subparts D and E of 2 CFR Part 200.
2. **Allowability of Costs.** To be allowable under an award, costs must meet the criteria of 2 CFR § 200.403, which provides that costs must be necessary and reasonable for the performance of the award, must conform to limitations in the award or 2 CFR Part 200 as to types or amounts of cost items, must be consistent with policies and procedures that apply uniformly to both Federally financed and other activities of the recipient, must be adequately documented, and must not be included as a cost or used to meet cost share or matching requirements of any other Federally financed program. Furthermore, the costs must be accorded consistent treatment in like circumstances as either direct or indirect costs in order to avoid the double-charging of Federal awards (see 2 CFR § 200.403(d) and § 200.412).
3. **Cost Reporting.** Recipients will be reporting their Federal cash disbursements quarterly through the Payment Management System (PMS) at the Department of Health and Human Services and their Federal share of grant program expenditures (including indirect costs) semi-annually through CNCS's eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts reported to PMS and eGrants. Recipients must also ensure that the financial management systems of any subrecipients can routinely produce the same reports. *As part of its ongoing fiscal oversight of recipients, CNCS will be requesting randomly selected recipients to provide reports supporting their Federal cash disbursements reported to PMS (including supporting information for cash disbursements made by subrecipients). CNCS expects recipients' and subrecipients' financial management systems to be able to produce those supporting reports on a routine basis.*
4. **Audits.** Recipient organizations that expend \$750,000 or more in total Federal awards in a fiscal year shall have a single or program-specific audit conducted for that year in accordance with the Single Audit Act, as amended, 31 U.S.C. 7501, et seq., and 2 CFR Part 200, Subpart F. If the recipient expends Federal awards under only one Federal program, it may elect to have a program specific audit, if it is otherwise eligible. A recipient that does not expend \$750,000 in Federal awards is exempt from the audit requirements for that year. However, it must continue to conduct financial management reviews of its subrecipients, and its records and its subrecipients' records must be available for review and audit in accordance with 2 CFR §§ 200.333-200.337 and §200.331(a)(5). Additionally, a recipient acting as a pass-through entity must issue management decisions for audit findings pertaining to the Federal award provided to the subrecipient as required by 2 CFR § 200.521 and ensure follow-up on audit findings in a timely manner to ensure that the subrecipient corrects any deficiencies identified in the audit.

C. CHANGES IN BUDGET OR KEY PERSONNEL

All budget and programmatic changes must comply with 2 CFR § 200.308 – Revision of budget and program plans. 2 CFR § 200.407 Prior written approval (prior approval) – provides an exhaustive

list of those other items requiring CNCS's advance approval. CNCS does not waive any of the prior written approvals required under that section. In addition to the required prior approval for changes in key personnel identified in the budget, the recipient must also notify CNCS of any changes in the senior leadership of the recipient and any changes in any positions which are not included in the approved budget, but which involve leadership oversight of the activity under this award.

D. BANKRUPTCY

The recipient must notify CNCS if, during the term of its award, the recipient or one of its subrecipients becomes insolvent or is unable to pay its debts as they mature, or files a voluntary petition in bankruptcy or is the subject of an involuntary petition that is neither stayed nor dismissed within 60 days after the petition is filed.

E. PROHIBITED PROGRAM ACTIVITIES

The recipient must comply with, and require all subrecipients to comply with, the prohibitions on use of CNCS funds applicable to their program as identified in sections 132A and 174 of the NCSA (42 U.S.C. §§ 12584a and 12634) and section 403 of the DVSA (42 U.S.C. § 5043), and provisions by Congress in annual appropriations acts. More specific guidance on these prohibitions will be provided in CNCS's Program Specific Terms and Conditions and in other guidance.

F. NATIONAL SERVICE CRIMINAL HISTORY CHECK REQUIREMENTS

The National Service Criminal History Check (NSCHC) is a screening procedure established by law to protect the beneficiaries of national service. See 45 CFR §§ 2540.200-2540.207 and <http://www.nationalservice.gov/resources/criminal-history-check> for complete information and FAQs. The law requires recipients to conduct and document NSCHCs on any person (including award-funded staff, national service participant, or volunteer) receiving a salary, living allowance, stipend or education award through a program receiving CNCS funds. An individual is ineligible to serve in a position that receives such CNCS funding if the individual is registered, or required to be registered, as a sex offender or has been convicted of murder. The cost of conducting NSCHCs is an allowable expense under the award.

Unless CNCS has provided a recipient with a written exemption or written approval of an alternative search procedure, recipients must perform the following checks:

All award-funded staff, national service participants, and volunteers must undergo NSCHCs that include:

1. A nationwide name-based search of the National Sex Offender Public Website (NSOPW); and
2. Either:
 - A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; or
 - A fingerprint-based FBI criminal history check.

Special Rule for Persons Serving Vulnerable Populations. Award-funded staff, national service participants, and volunteers with recurring access to vulnerable populations (i.e., children age 17 or younger, individuals age 60 or older, or individuals with disabilities) must undergo NSCHCs that include:

1. A nationwide name-based check of the NSOPW; and 2.

Both:

- A name- or fingerprint-based search of the statewide criminal history registry in the person's state of residence and in the state where the person will serve/work; and
- A fingerprint-based FBI criminal history check.

You must retain adequate documentation that you completed the required NSCHC. Inability to demonstrate that you conducted a required criminal history check component, to include the NSOPW, as specified in the regulations, may result in sanctions, including disallowance of costs.

In addition, you must ensure that appropriate recipient staff receives annual training on NSCHC compliance, as specified by CNCS.

G. THE OFFICE OF INSPECTOR GENERAL

CNCS's Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of CNCS's programs and operations. Based on the results of these audits, reviews, and investigations, the OIG recommends disallowing costs and also recommends amending or adding policies to promote economy and efficiency and to prevent and detect fraud, waste, and abuse in CNCS's programs and operations.

The OIG conducts and supervises audits of CNCS recipients, as well as legally required audits and reviews. The legally required audits include evaluating CNCS's compliance with the Improper Payments Elimination and Recovery Act (IPERA) which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from CNCS management, to select recipients and awards for audit. The OIG hires independent audit firms to conduct some of its audits. The OIG audit staff is available to discuss any audit and can be reached at (202) 606-9390.

Recipients must cooperate fully with CNCS requests for documentation and OIG inquiries by timely disclosing complete and accurate information pertaining to matters under investigation, audit or review, and by not concealing information or obstructing audits, inspections, investigations, or other official inquiries.

H. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must contact the OIG and their Program Officer without delay when they first suspect:

1. Any criminal activity or violations of law has occurred, such as:

- Fraud, theft, conversion, misappropriation, embezzlement, or misuse of funds or property by any person, including CNCS personnel, grantees, or contractors—even if no federal funds or property was involved;
 - Submission of a false claim or a false statement by any person in connection with any CNCS program, activity, grant or operations;
 - Concealment, forgery, falsification, or unauthorized destruction of government or program records;
 - Corruption, bribery, kickbacks, acceptance of illegal gratuities, extortion, or conflicts of interest in connection with operations, programs, activities, contracts, or grants;
 - Other misconduct in connection with operations, programs, activities, contracts, or grants; or
 - Mismanagement, abuse of authority, or other misconduct by CNCS personnel.
2. Fraud, waste, or abuse.
- Fraud occurs when someone is intentionally dishonest or uses intentional misrepresentation or misleading omission to receive something of value or to deprive someone, including the government, of something of value.
 - Waste occurs when taxpayers do not receive reasonable value for their money in connection with a government-funded activity due to an inappropriate act or omission by people with control over or access to government resources.
 - Abuse is behavior that is deficient, objectively unreasonable, or improper under the circumstances. Abuse also includes the misuse of authority or position for personal financial gain or the gain of an immediate or close family member or business associate.

The OIG maintains a hotline to receive this information, which can be reached by email at hotline@cncsoig.gov or by telephone at (800) 452-8210. Upon request, OIG will take appropriate measures to protect the identity of any individual who reports misconduct, as authorized by the Inspector General Act of 1978, as amended. Reports to OIG may also be made anonymously.

The recipient should take no further steps to investigate any suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.

I. WHISTLEBLOWER PROTECTION

1. This award and employees working on this award will be subject to the whistleblower rights and remedies in the pilot program on Contractor employee whistleblower protections established at 41 U.S.C. 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239).
2. Under this pilot program, an employee of a recipient may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing information that the employee reasonably believes is evidence of gross mismanagement of a Federal contract or award, a gross waste of Federal funds, an abuse of authority (an arbitrary and capricious exercise of authority that is inconsistent with the mission of CNCS or the successful performance of a contract or award of CNCS) relating to a Federal contract or award, a substantial and specific danger to

public health or safety, or a violation of law, rule, or regulation related to a Federal contract (including the competition for or negotiation of a contract) or award.

3. The recipient shall inform its employees and contractors in writing, in the predominant language of the workforce or organization, of employee whistleblower rights and protections under 41 U.S.C. 4712, as described above and at <http://www.cnscsoig.gov/whistleblower-protection>.

J. LIABILITY AND SAFETY ISSUES

The recipient must institute safeguards as necessary and appropriate to ensure the safety of members and volunteers. Members and volunteers may not participate in projects that pose undue safety risks. Any insurance costs under the award must comply with 2 CFR § 200.447, which outlines what insurance costs are allowable.

K. AWARD MONITORING

1. **Site visits.** CNCS may make site visits to review and evaluate recipient records, accomplishments, organizational procedures and financial control systems; to conduct interviews; and to provide technical assistance as necessary.
2. **Desk reviews.** CNCS may conduct desk reviews to make limited verifications of recipient compliance with the terms of their award, conduct a review of the recipient's general management practices, and identify any practice or procedure that may require further scrutiny.
3. **Responding to information requests.** CNCS may from time to time request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Improper Payments Information Act of 2002, as amended. *Failure to make timely responses to such requests may result in award funds being placed on temporary manual hold, reimbursement only, or other remedies as appropriate.*

L. NON-DISCRIMINATION PUBLIC NOTICE AND RECORDS COMPLIANCE

1. **Public Notice of Non-discrimination.** The recipient must notify members, community beneficiaries, applicants, program staff, and the public, including those with impaired vision or hearing, that it operates its program or activity subject to the non-discrimination requirements applicable to their program found at §§ 175 and 176(f) of the NCSA or § 417 of the DVSA, and relevant program regulations found at 45 CFR Parts 2540 (AmeriCorps State and National), 2551 (Senior Companion Program), 2552 (Foster Grandparent Program), 2553 (RSVP), and 2556 (AmeriCorps VISTA). The notice must summarize the requirements, note the availability of compliance information from the recipient and CNCS, and briefly explain procedures for filing discrimination complaints with CNCS.

Sample language is:

This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

*(Name, address, phone number – both voice and TTY, and preferably toll free – FAX number and email address of the recipient) or
Office of Civil Right and Inclusiveness
Corporation for National and Community Service
250 E Street, SW
Washington, DC 20525
(800) 833-3722 (TTY and reasonable accommodation line)
(202) 565-3465 (FAX); eo@cns.gov (email)*

The recipient must include information on civil rights requirements, complaint procedures and the rights of beneficiaries in member or volunteer service agreements, handbooks, manuals, pamphlets, and post in prominent locations, as appropriate. The recipient must also notify the public in recruitment material and application forms that it operates its program or activity subject to the nondiscrimination requirements. Sample language, in bold print, is: **This program is available to all, without regard to race, color, national origin, disability, age, sex, political affiliation, or, in most instances, religion.** Where a significant portion of the population eligible to be served needs services or information in a language other than English, the recipient shall take reasonable steps to provide written material of the type ordinarily available to the public in appropriate languages.

2. **Prohibition Against National Origin Discrimination Affecting Limited English Proficient (LEP) Persons.** Pursuant to Executive Order (EO) 13166 – Improving Access to Services for Persons with Limited English Proficiency, recipients are required to provide meaningful access to their programs and activities by LEP persons. For more information, please see the policy guidance at 67 FR 64604.
3. **Records and Compliance Information.** The recipient must keep records and make available to CNCS timely, complete, and accurate compliance information to allow CNCS to determine if the recipient is complying with the civil rights statutes and implementing regulations. Where a recipient extends Federal financial assistance to subrecipients, the subrecipients must make available compliance information to the recipient so it can carry out its civil rights obligations in accordance with the records requirements at 2 CFR §§ 200.333-200.337 and §200.331(a)(5).
4. **Obligation to Cooperate.** The recipient must cooperate with CNCS so that CNCS can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by CNCS during normal business hours to its books, records, accounts, staff, members or

volunteers, facilities, and other sources of information as may be needed to determine compliance.

M. IDENTIFICATION OF FUNDING

When issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving CNCS funds included, shall clearly state— (1) the percentage of the total costs of the program or project which will be financed with Federal money; (2) the dollar amount of Federal funds for the project or program; and (3) the percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.

N. AWARD PRODUCTS

1. **Sharing Award Products.** To the extent practicable, the recipient agrees to make products produced under the award available at the cost of reproduction to others in the field.
2. **Acknowledgment of Support.** Publications created by members, volunteers or award-funded staff must be consistent with the purposes of the award. The appropriate program CNCS logo shall be included on such documents. The recipient is responsible for assuring that the following acknowledgment and disclaimer appears in any external report or publication of material based upon work supported by this award:

"This material is based upon work supported by the Corporation for National and Community Service (CNCS) under Grant No. _____. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, CNCS or [the relevant CNCS Program]."

O. SUSPENSION OR TERMINATION OF AWARD

CNCS may suspend or terminate this award in accordance with 2 CFR §§ 200.338 and 200.339 and applicable CNCS regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.338 and 200.339, provided that such action complies with 2 CFR § 200.341.

P. TRAFFICKING IN PERSONS

This award is subject to requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104).

1. Provisions applicable to a recipient that is a private entity.
 - a. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

- ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award..
 - b. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity
 - i. Is determined you have violated a prohibition in paragraph (a.) of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a.) of this award term through conduct that is either:
 - (A.) Associated with performance under this award; or
 - (B.) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
- 2. Provisions applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—
 - a. Is determined to have violated an applicable prohibition of paragraph (1)(a.) of this award term; or
 - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (1)(a)(i) of this award term through conduct that is –
 - i. Associated with performance under this award; or
 - ii. Imputed to you using the standards and due process for imputing conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 2 CFR Part 2200.
- 3. Provisions applicable to any recipient.
 - a. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (1)(a) of this award term.
 - b. Our right to terminate unilaterally that is described in paragraph (1) and (2) of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
 - c. You must include the requirements of paragraph (1)(a) of this award term in any subaward you make to a private entity.
- 4. Definitions. For purposes of this award term:
 - a. "Employee" means either:

- i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose service are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
- b. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- c. "Private entity":
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR § 175.25.
 - ii. Includes:
 - (a.) A nonprofit organization, including any non-profit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR § 175.25(b).
 - (b.) A for-profit organization.
- d. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. § 7102).

Q. SYSTEM OF AWARD MANAGEMENT (SAM) and UNIVERSAL IDENTIFIER REQUIREMENTS (Required provision under 2 CFR § 25.220)

1. Requirement for Central Contractor Registration (CCR): Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.
2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:
 - a. Must notify potential subrecipients that no entity (see definition in paragraph c of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier to you. *(CNCS's eGrants system requires a DUNS number.)*
 - b. May not make a subaward to an entity unless the entity has provided its unique entity identifier to you.
3. Definitions. For purposes of this award term:
 - a. System of Award Management (SAM) means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <https://www.sam.gov/portal/public/SAM/>).

- b. Unique Entity Identifier means the identifier required for SAM registration to uniquely identify business entities. (CNCS's eGrants system requires DUNS numbers. DUNS stands for Data Universal Numbering System (DUNS) number a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-7055711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
- c. Entity, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - and
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a nonFederal entity.
- d. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330. iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
- e. Subrecipient means an entity that:
 - i. Receives a subaward from you under this award; and ii. Is accountable to you for the use of the Federal funds provided by the subaward.

R. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$25,000 or More)

Reporting Subawards and Executive Compensation:

1. Reporting of first-tier subawards.

- a. Applicability. Unless you are exempt as provided in paragraph 4, of this award term (below), you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph 5. of this award term).
- b. Where and when to report.
 - i. You must report each obligating action described in paragraph 1.a. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made

on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)

- c. What to report. You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

2. Reporting Total Compensation of Recipient Executives.

- a. Applicability and what to report. You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if-- i. The total Federal funding authorized to date under this award is \$25,000 or more; ii. In the preceding fiscal year, you received--
 - (a.) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR § 170.320 (and subawards); and iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/excomp.htm>.)
- b. Where and when to report. You must report executive total compensation described in paragraph (2.)(a.) of this award term:
 - i. As part of your registration profile at <https://www.sam.gov/portal/public/SAM/>.
 - ii. By the end of the month following the month in which this award is made, and annually thereafter.

3. Reporting of Total Compensation of Subrecipient Executives.

- a. Applicability and what to report. Unless you are exempt as provided in paragraph 4. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if--
 - i. In the subrecipient's preceding fiscal year, the subrecipient received--
 - (a.) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and
 - (b.) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR §170.320 (and subawards); and ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. §§ 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of

1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

- b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
 - i. To the recipient.
 - ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (i.e., between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.
4. Exemptions. If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:
- a. Subawards, and
 - b. The total compensation of the five most highly compensated executives of any subrecipient.
5. Definitions. For purposes of this award term:
- a. Entity means all of the following, as defined in 2 CFR Part 25:
 - i. A Governmental organization, which is a State, local government, or Indian tribe;
 - ii. A foreign public entity;
 - iii. A domestic or foreign nonprofit organization;
 - iv. A domestic or foreign for-profit organization;
 - v. A Federal agency, but only as a subrecipient under an award or subaward to a nonFederal entity.
 - b. Executive means officers, managing partners, or any other employees in management positions.
 - c. Subaward:
 - i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
 - ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR § 200.330).
 - iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.
 - d. Subrecipient means an entity that:
 - i. Receives a subaward from you (the recipient) under this award; and
 - ii. Is accountable to you for the use of the Federal funds provided by the subaward.
 - e. Total compensation means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR §229.402(c)(2)):
 - i. Salary and bonus.
 - ii. Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
 - iii. Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

- iv. Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
- v. Above-market earnings on deferred compensation which is not tax-qualified.
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

S. CONFLICT OF INTEREST

You must disclose in writing any potential conflict of interest to your CNCS Program Officer, or to the pass-through entity if you are a subrecipient or contractor. This disclosure must take place immediately. The CNCS conflict of interest policies apply to subawards as well as contracts, and are as follows:

1. As a non-Federal entity, you must maintain written standards of conduct covering conflicts of interest and governing the performance of your employees engaged in the selection, award, and administration of subawards and contracts.
2. None of your employees may participate in the selection, award, or administration of a subaward or contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from an organization considered for a subaward or contract. The officers, employees, and agents of the non-Federal entity must neither solicit nor accept gratuities, favors, or anything of monetary value from subrecipients or contractors or parties to subawards or contracts.
3. If you have a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, you must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest mean that because of relationships with a parent company, affiliate, or subsidiary organization, you are unable or appear to be unable to be impartial in conducting a subaward or procurement action involving a related organization.

T. AWARD TERM AND CONDITION FOR RECIPIENT INTEGRITY AND PERFORMANCE MATTERS (Required provision under 2 CFR § 200.210(b)(iii) for grants and cooperative agreements of \$500,000 or more)

1. General Reporting Requirement

If the total value of your currently active grants, cooperative agreements, and procurement contracts from all Federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then you as the recipient during that period of time must maintain the currency of information reported to the System for Award Management (SAM) that is made available in the designated integrity and performance system (currently the

Federal Awardee Performance and Integrity Information System (FAPIIS)) about civil, criminal, or administrative proceedings described in paragraph 2 of this award term and condition. This is a statutory requirement under section 872 of Public Law 110-417, as amended (41 U.S.C. 2313). As required by section 3010 of Public Law 111-212, all information posted in the designated integrity and performance system on or after April 15, 2011, except past performance reviews required for Federal procurement contracts, will be publicly available.

2. Proceedings About Which You Must Report

Submit the information required about each proceeding that:

- a. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government;
- b. Reached its final disposition during the most recent five year period; and
- c. Is one of the following:
 - (1) A criminal proceeding that resulted in a conviction, as defined in paragraph 5 of this award term and condition;
 - (2) A civil proceeding that resulted in a finding of fault and liability and payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more;
 - (3) An administrative proceeding, as defined in paragraph 5 of this award term and condition, that resulted in a finding of fault and liability and your payment of either a monetary fine or penalty of \$5,000 or more or reimbursement, restitution, or damages in excess of \$100,000; or
 - (4) Any other criminal, civil, or administrative proceeding if:
 - (i) It could have led to an outcome described in paragraph 2.c.(1), (2), or (3) of this award term and condition;
 - (ii) It had a different disposition arrived at by consent or compromise with an acknowledgment of fault on your part; and
 - (iii) The requirement in this award term and condition to disclose information about the proceeding does not conflict with applicable laws and regulations.

3. Reporting Procedures

Enter in the SAM Entity Management area the information that SAM requires about each proceeding described in paragraph 2 of this award term and condition. You do not need to submit the information a second time under assistance awards that you received if you already provided the information through SAM because you were required to do so under Federal procurement contracts that you were awarded.

4. Reporting Frequency

During any period of time when you are subject to the requirement in paragraph 1 of this award term and condition, you must report proceedings information through SAM for the most recent five year period, either to report new information about any proceeding(s) that you have not reported previously or affirm that there is no new information to report. Recipients that have Federal

contract, grant, and cooperative agreement awards with a cumulative total value greater than \$10,000,000 must disclose semiannually any information about the criminal, civil, and administrative proceedings.

5. Definitions

For purposes of this award term and condition:

- a. Administrative proceeding means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative proceedings, Civilian Board of Contract Appeals proceedings, and Armed Services Board of Contract Appeals proceedings). This includes proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include audits, site visits, corrective plans, or inspection of deliverables.
- b. Conviction, for purposes of this award term and condition, means a judgment or conviction of a criminal offense by any court of competent jurisdiction, whether entered upon a verdict or a plea, and includes a conviction entered upon a plea of nolo contendere.
- c. Total value of currently active grants, cooperative agreements, and procurement contracts includes—
 - (1) Only the Federal share of the funding under any Federal award with a recipient cost share or match; and
 - (2) The value of all expected funding increments under a Federal award and options, even if not yet exercised.

IV. ATTACHMENT

Grant Program Civil Rights and Non-Harassment Policy

The Corporation for National and Community Service (CNCS) has zero tolerance for the harassment of any individual or group of individuals for any reason. CNCS is committed to treating all persons with dignity and respect. CNCS prohibits all forms of discrimination based upon race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service. All programs administered by, or receiving Federal financial assistance from CNCS, must be free from all forms of harassment. Whether in CNCS offices or campuses, in other service-related settings such as training sessions or service sites, or at service-related social events, such harassment is unacceptable. Any such harassment, if found, will result in immediate corrective action, up to and including removal or termination of any CNCS employee or volunteer. Recipients of Federal financial assistance, be they individuals, organizations, programs and/or projects are also subject to this zero tolerance policy. Where a violation is found, and subject to regulatory procedures, appropriate corrective action will be taken, up to and including termination of Federal financial assistance from all Federal sources.

Slurs and other verbal or physical conduct relating to an individual's gender, race, ethnicity, religion, sexual orientation or any other basis constitute harassment when it has the purpose or effect of interfering with service performance or creating an intimidating, hostile, or offensive service environment. Harassment includes, but is not limited to: explicit or implicit demands for sexual favors; pressure for dates; deliberate touching, leaning over, or cornering; offensive teasing, jokes, remarks, or questions; letters, phone calls, or distribution or display of offensive materials; offensive looks or gestures; gender, racial, ethnic, or religious baiting; physical assaults or other threatening behavior; or demeaning, debasing or abusive comments or actions that intimidate.

CNCS does not tolerate harassment by anyone including persons of the same or different races, sexes, religions, or ethnic origins; or from a CNCS employee or supervisor; a project, or site employee or supervisor; a non-employee (e.g., client); a co-worker or service member.

I expect supervisors and managers of CNCS programs and projects, when made aware of alleged harassment by employees, service participants, or other individuals, to immediately take swift and appropriate action. CNCS will not tolerate retaliation against a person who raises harassment concerns in good faith. Any CNCS employee who violates this policy will be subject to discipline, up to and including termination, and any grantee that permits harassment in violation of this policy will be subject to a finding of non-compliance and administrative procedures that may result in termination of Federal financial assistance from CNCS and all other Federal agencies.

Any person who believes that he or she has been discriminated against in violation of civil rights laws, regulations, or this policy, or in retaliation for opposition to discrimination or participation in discrimination complaint proceedings (e.g., as a complainant or witness) in any CNCS program or project, may raise his or her concerns with our Office of Civil Rights and Inclusiveness (OCRI). Discrimination claims not brought to the attention of OCRI within 45 days of their occurrence may not be accepted in a formal complaint of discrimination. No one can be required to use a program, project or sponsor dispute resolution procedure before contacting OCRI. If another procedure is used, it does not affect the 45-day time limit. OCRI may be reached at (202) 606-7503 (voice), (202) 606-3472 (TTY), eo@cns.gov, or through www.nationalservice.gov.

6/17/2015

Date


Wendy Spencer, Chief Executive Officer

2017 Terms and Conditions for AMERICORPS STATE and NATIONAL GRANTS

Effective May 1, 2017

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

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I. CHANGES FROM THE 2016 AMERICORPS GRANT PROVISIONS

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

1. Section VIII.F. – Changed the title of the section and included language regarding temporarily suspended members with regards to the childcare benefit program.
2. Section X.C.I. - Updated the language regarding pre-approval of costs.
3. Revised Section XV. – Updated the link for the e-Course and included Litmos access information.
4. Section XVII – Added the section on Breaches of PII

II. DEFINITIONS

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

(programs) are operating sites. National recipients must identify at least one operating site to which they can assign service locations in the state where they are placing members.

- E. **Program** refers to the activities supported under the award.
- F. **Service Location** means the organization where or with which a member actually provides his or her service in the community. Typical service locations are schools, food banks, health clinics, community parks, etc. The service location may be the same as the operating site, but only if the member actually serves at or with the operating site organization. A member may serve at multiple service locations, all of which must be listed in the portal, although the program must select only one for the member's primary assignment.
- G. **Member or participant** means an individual:
 - 1. Who has been selected by a recipient or subrecipient to serve in an approved national service position;
 - 2. Who is a U.S. citizen, U.S. national, or lawful permanent resident alien of the United States;
 - 3. Who is at least 17 years of age at the commencement of service unless the member is out of school and enrolled in a full-time, year-round youth corps or full-time summer program as defined in the NCSA (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and
 - 4. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 U.S.C. § 1091 (See Section IX. B.).
- H. **NCSA** means the National and Community Service Act of 1990, as amended. See 45 U.S.C. §§ 12501-12657.

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

- A. **Identification as an AmeriCorps Program or Member.** The recipient shall identify the program as an AmeriCorps program and members as AmeriCorps members. All agreements with subrecipients, operating sites, or service locations, related to the AmeriCorps program must explicitly

state that the program is an AmeriCorps program and AmeriCorps members are the resource being provided.

- B. **The AmeriCorps Name and Logo.** AmeriCorps is a registered service mark of CNCS. CNCS provides a camera-ready logo. All recipient and subrecipient websites shall clearly state that they are an AmeriCorps recipient and shall prominently display the AmeriCorps logo. Recipients and subrecipients shall use the AmeriCorps name and logo on service gear and public materials such as stationery, application forms, recruitment brochures, on-line position postings or other recruitment materials, orientation materials, member curriculum materials, signs, banners, websites, social media, press releases, and publications related to their AmeriCorps program in accordance with CNCS requirements.

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

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

IV. MEMBER RECRUITMENT, SELECTION, AND EXIT

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

- A. **Notice to CNCS's National Service Trust.** The recipient must notify CNCS's National Service Trust, via the MyAmeriCorps Portal, within 30 days of a member's start of, completion of, suspension from, or release from, a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must

complete their own enrollment and exit forms on-line in the MyAmeriCorps Member Portal. All competitive recipients and subrecipients that wish to utilize staff Portal enrollments and exits without members completing enrollment and exit forms must send a request to their CNCS Program Officer. (Subrecipient requests should be submitted by state commissions.) Requests will be approved in cases where the recipient or subrecipient is able to demonstrate that technological limitations make it impossible or extremely burdensome for members to complete their own enrollment and exit forms in the Portal. Technological limitations would include lack of internet access, computer, and/or cell phone, or a member population with low computer literacy skills that cannot be addressed through training or technical assistance. For formula programs, state commissions may choose to review requests from their subrecipients, consistent with the conditions outlined above, or they may choose not to allow any subrecipients to use paper forms. Approved waivers are valid for one-year only. Recipients are required to reapply for a waiver each year as necessary.

The recipient also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than full-time or vice versa). Failure to report such changes within 30 days may result in sanctions to the recipient, up to and including, suspension or termination of the award. Recipients or subrecipients meet notification requirements by using the appropriate electronic system to inform CNCS of changes within the required time frames. Any questions regarding the Trust should be directed to the Trust Office (800) 942-2677.

- B. **Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Recipients may also include an informed consent form of their own design as part of the member service agreement materials.
- C. **Reasonable Accommodation.** Programs and activities must be accessible to persons with disabilities, and the recipient must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. See the FAQ for more information: <http://www.nationalservice.gov/sites/default/files/upload/policy%20FAQs%207.31.14%20final%20working%20hyperlink.pdf>.
- D. **Assigning Members to Service Locations.** The recipient is required to ensure that all operating sites and all service locations are entered in the My AmeriCorps portal for all members within 30 days of members'

starting a term of service. The recipient is required to include the name of the organization, and the full address or zip-plus-four of the service locations where each member will be serving. If a member is serving at multiple service locations, the program must select as the member's primary assignment the one where the member serves a majority of his or her hours. However, all service locations must be listed in the portal.

- E. **Completion of Terms of Service.** The recipient must ensure that each member has sufficient opportunity to complete the required number of hours of service to qualify for the education award. Members must be exited within 30 days of the end of their term of service. If this award expires or is not renewed, a member who was scheduled to continue in a term of service may either be placed in another program, where feasible, or if the member has completed at least 15% of the service hour requirement, the member may receive a pro-rated education award.
- F. **Member Exit.** In order for a member to receive an education award from the National Service Trust, the recipient must certify to the National Service Trust that the member satisfactorily and successfully completed the term of service, and is eligible to receive the education benefit. The recipient (and any individual or entity acting on behalf of the recipient) is responsible for the accuracy of the information certified on the end-of-term certification.
- G. ***Penalties for false information:*** Any individual who makes a materially false statement or representation in connection with the approval or disbursement of an education award or other payment from the National Service Trust may be liable for the recovery of funds and subject to civil and criminal sanctions.

V. SUPERVISION AND SUPPORT

- A. **Planning for the Term of Service.** The recipient must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The recipient is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the non-duplication and non-displacement requirements (see 45 CFR § 2540.100), or exceeding the limitations on allowable fundraising activity (see 45 CFR §§ 2520.40-.45). The recipient must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to CNCS upon request. The recipient must ensure that each member has sufficient

opportunity to complete the required number of hours to qualify for an education award. In planning for the member's term of service, the recipient must account for holidays and other time off, and must provide each member with sufficient opportunity to make up missed hours.

B. Member Service Agreements. The recipient must require that each member sign a member service agreement that includes, at a minimum, the following:

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

The recipient should ensure that the service agreement is signed before commencement of service so that members are fully aware of their rights and responsibilities.

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

1. Attempting to influence legislation;
2. Organizing or engaging in protests, petitions, boycotts, or strikes;
3. Assisting, promoting, or deterring union organizing;
4. Impairing existing contracts for services or collective bargaining agreements;
5. Engaging in partisan political activities, or other activities designed to influence the outcome of an election to any public office;
6. Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials;
7. Engaging in religious instruction, conducting worship services, providing instruction as part of a program that includes mandatory religious instruction or worship, constructing or operating facilities devoted to religious instruction or worship, maintaining facilities primarily or inherently devoted to religious instruction or worship, or engaging in any form of religious proselytization;
8. Providing a direct benefit to—
 - a. A business organized for profit;
 - b. A labor union;
 - c. A partisan political organization;
 - d. A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 related to engaging in political activities or substantial amount of lobbying except that nothing in these provisions shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - e. An organization engaged in the religious activities described in paragraph C. 7. above, unless CNCS assistance is not used to support those religious activities;
9. Conducting a voter registration drive or using CNCS funds to conduct a voter registration drive;
10. Providing abortion services or referrals for receipt of such services; and
11. Such other activities as CNCS may prohibit.

AmeriCorps members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using nonCNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

- D. **Supervision.** The recipient must provide members with adequate supervision by qualified supervisors consistent with the award. The recipient must conduct an orientation for members, including training on what activities are prohibited during AmeriCorps service hours, and comply with any pre-service orientation or training required by CNCS. The recipient must ensure that it does not exceed the limitation on member service hours spent in education and training set forth in 45 CFR § 2520.50.
- E. **Performance Reviews.** The recipient must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for Full and Half-Time members and an end-of-term written evaluation for less than Half-time members. The end-of-term evaluation should address, at a minimum, the following factors:
1. Whether the member has completed the required number of hours;
 2. Whether the member has satisfactorily completed assignments; and
 3. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.
- F. **Timekeeping.** The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post-service benefits. The recipient must have a timekeeping system that is compliant with 2 CFR § 200.430.
- If a Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from CNCS. If a State Commission Formula funded Professional Corps program wants to follow the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from the State Commission.
- G. **Member Death or Injury.** The recipient must immediately report any member deaths or serious injuries to the designated CNCS Program Officer.

VI. CHANGES IN MEMBER POSITIONS

- A. **Changes that Require CNCS Approval.** Circumstances may arise within a program that necessitate changing the type of unfilled AmeriCorps member positions awarded to a recipient or subrecipient, or

changing the term of service of a currently enrolled member. Note that once a member is exited with a partial education award, the remaining portion of that education award is not available for use. The following changes require written approval from CNCS's Office of Grants Management as well as written approval and concurrence from the State Commission or Direct (including National Direct, State Direct, Tribal, Territory Direct, or Education Award Only (EAP)) recipient:

1. A change in the number of member service year (MSY) positions in the award; and/or
2. A change in the funding level of the award.

B. Changing Types of Unfilled member positions. Recipients or subrecipients may change the type of member positions awarded to their program if:

1. The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and
2. The change does not result in an increase in the value of the education award; and,
3. If the award is a Full-cost Fixed Amount or Professional Corps Fixed Amount award, the member position will be filled by a member serving in a full-time capacity.

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

C. Changing a Term of Service for an enrolled Member. Changes in terms of service for enrolled members may not result in an increased number of MSYs for the program. With the exception of Education Award only awards, recipients with Fixed Amount awards may not convert members to less-than-full-time member positions. All changes to types of member positions are subject to availability of funds in the Trust.

1. **Full-time.** State Commissions and National Direct Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than full-time members. Impact on program quality should be factored into approval of such requests. CNCS-provided or funded health care or childcare costs are not available for less than full-time members. Recipients and subrecipients may not transfer currently enrolled full-time members to a less than full-time status simply to provide the member a less than full-time education award.

2. **Less than Full-time.** CNCS discourages changing less than fulltime members to full-time because it is very difficult to manage, unless done very early in the member's term of service. State Commissions and Direct recipients (including National Direct, State Direct, Tribal, Territory Direct, and Education Award Only recipients) may authorize or approve such changes so long as their current budget can accommodate such changes. Programs must keep in mind that a member's minimum 1700 hours must be completed within 12 months of the member's original start date.
3. **Refilling Member Positions.** With the exception of recipients whose awards have special award conditions under 2 CFR §§ 200.207 or 200.338, AmeriCorps State and National programs that have fully enrolled their awarded member positions are allowed to replace any member who terminates service before completing 30 percent of his/her term *provided that the member who is terminated is not eligible for and does not receive a pro-rated education award*. Programs may not refill the same member position more than once.

As a fail-safe mechanism to ensure that resources are available in the National Service Trust to finance all earned education awards, CNCS will suspend refilling if either:

- a. Total AmeriCorps enrollment reaches 97 percent of awarded member positions; or
 - b. The number of refills reaches five percent of awarded member positions.
4. Direct recipients may transfer refill member positions between operating sites as long as they can ensure and document that the same member position is not refilled more than once. Recipients and subrecipients will require the assistance of a CNCS Program Officer in order to transfer refill member positions between operating sites. Refilled member positions may not be combined with unfilled member positions.

D. **Formula and State Competitive Award Member Position Transfers.** State commissions are allowed to transfer member positions among their state formula and competitive subrecipients within a given prime grant in order to maximize enrollment and cost effectiveness without prior approval. State commissions may not transfer member positions between competitive and formula subrecipients, or vice-versa. State commissions may not transfer funds among their competitive subrecipients.

E. **Notice to Childcare and Healthcare Providers.** Recipients and subrecipients must immediately notify CNCS's designated agents, in

writing, when a Member's status changes in a manner that affects their eligibility for childcare or healthcare. See Section VIII.D.

VII. RELEASE FROM PARTICIPATION

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

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

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

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

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

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

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

- B. **Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if, for example, he or she believes his or her public assistance may be lost or decreased because of the living allowance. Even if a member waives his or her right to receive the living allowance, it is possible—depending on the specific public assistance program rules—that the amount of the living allowance that the member is eligible to receive will be deemed available. A member who has waived the living allowance may revoke the waiver at any time and may begin receiving the living allowance going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

C. **Taxes and Insurance.**

1. **Liability Insurance Coverage.** The recipient is responsible for ensuring adequate general liability coverage for the organization, employees and members, including coverage of members engaged in on- and off-site project activities.
2. **FICA (Social Security and Medicare taxes).** Unless the recipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the recipient must pay FICA for any member receiving a living allowance. The recipient also must withhold 7.65% from the member's living allowance.
3. **Income Taxes.** The recipient must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The recipient must comply with any applicable state or local tax requirements.

4. **Worker's Compensation.** Some states require worker's compensation for AmeriCorps members. Recipients must check with State Departments of Labor or state commissions to determine worker's compensation requirements. If worker's compensation is not required, recipients must obtain Occupational, Accidental, and Death and Dismemberment coverage for members to cover in-service injury or incidents.

- D. **Healthcare Coverage.** Except for EAPs, Professional Corps, Partnership Challenge awards, or members covered under a collective bargaining agreement, the recipient must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins his/her term of service. The recipient must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term who lose coverage during their term of service as a result of service or through no deliberate act of their own. CNCS will not cover healthcare costs for dependent coverage.

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

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

On Friday May 2, 2014 the U.S. Department of Health and Human Services (HHS) announced a Special Enrollment Period (SEP) for members in AmeriCorps State and National programs, who are not

provided health insurance options or who are provided short-term limited duration coverage or self-funded coverage not considered MEC. Members in the AmeriCorps State and National programs and their dependents in the Federally-facilitated Marketplace (FFM) are eligible to enroll in Marketplace coverage when they experience the following triggering events:

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

Members have 60 days from the triggering event to select a plan. Coverage effective date is prospective based on the date of plan selection. A copy of the HHS Notice, which provides instructions on how to activate the special enrollment period, is available at <https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/SEP-and-hardship-FAQ-5-1-2014.pdf>. Members can also visit [healthcare.gov](https://www.healthcare.gov/coverage-outside-openenrollment/special-enrollment-period/) for additional information about special enrollment periods: <https://www.healthcare.gov/coverage-outside-openenrollment/special-enrollment-period/>.

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

- E. **Administration of Childcare Payments.** In general, CNCS will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, 45 CFR § 2522.250. CNCS will not cover childcare costs for members who served on a less than full-time basis for a sustained period of time, or who have ceased serving. Programs may provide child care to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Recipients that choose to provide childcare and will claim the costs of childcare as matching costs, as approved in their budget, may contact the childcare contractor for technical assistance. The criteria for member eligibility are contained in 45 CFR § 2522.250. Also see the FAQs, (<http://www.nationalservice.gov/sites/default/files/upload/policy%20FAQs%207.31.14%20final%20working%20hyperlink.pdf>) for more detailed information on administering childcare and healthcare benefits.

- F. **Notice to Childcare Benefit Administrator and Providers.** The program must notify CNCS's designated agents in writing within five business days after a member's status changes in a manner that affects the member's eligibility for childcare. After five days, the recipient will be liable for any

erroneous payments made to a childcare provider for an AmeriCorps member ineligible to receive AmeriCorps childcare benefits. Examples of changes in status include: changes to a member's scheduled service so that he/she is no longer serving on a full-time basis, terminating or releasing a member from service, suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member and/or any other change in the member's service status that could have an impact on childcare benefit eligibility. Program directors should contact the childcare provider on childcare related changes.

IX. MEMBER RECORDS AND CONFIDENTIALITY

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

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

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

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

1. Storage of the records in a physically accessible location;
2. Clear and accurate labeling of all records; and 3. Storage of the records in a usable, readable format.

- B. **Verification of Eligibility.** Unless an individual's social security number and citizenship was verified through the My AmeriCorps Portal, the recipient must obtain and maintain documentation as required by 45 CFR § 2522.200(c). CNCS does not require programs to make and retain copies

of the actual documents used to confirm age or citizenship eligibility requirements, such as a driver's license, or birth certificate, as long as the recipient has a consistent practice of identifying the documents that were reviewed and maintaining a record of the review.

Enrolling in the My AmeriCorps portal requires members to certify their high school status. Such certification fulfills the recipient's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the recipient must retain a copy of the supporting evaluation.

- C. **Confidential Member Information.** The recipient must maintain the confidentiality of information regarding individual members. The recipient must obtain the prior written consent of all members before using their names, photographs and other identifying information for publicity, promotional or other purposes. Recipients may release aggregate and other non-identifying information, and are required to release member information to CNCS and its designated contractors. The recipient must permit a member who submits a written request for access to review records that pertain to the member and were created pursuant to this award.
- D. **National Service Criminal History Check.** The specific requirements of the National Service Criminal History Check, including the timing and recordkeeping requirements, are specified at 45 CFR §§ 2540.200 - .207. See also the final rule and the CNCS website for more information. You must retain a record of the NSOPW search and associated results either by printing the screen(s) or by some other method that retains paper or digital images of the NSOPW checks, inclusive of the date record for when the search was performed. Inability to demonstrate that you conducted an NSOPW or the required criminal history check, as specified in the regulations, may result in sanctions, including disallowance of all or part of the costs associated with the non-compliance or other remedies that may be legally available (see 2 CFR § 200.338).

X. BUDGET AND PROGRAMMATIC CHANGES

- A. **Programmatic Changes.** The recipient must first obtain the prior written approval of the AmeriCorps Program Office before making any of the following changes (1-3):

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

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

- B. **Program Changes for Formula Programs.** State Commissions are responsible for approving the above changes for state formula programs.
- C. **Budgetary Changes.** The recipient must obtain the prior written approval of CNCS's Office of Grants Management before deviating from the approved budget in any of the following ways:
 1. Specific Costs Requiring Prior Approval before Incurrence under the uniform administrative requirement, cost principles, and audit requirements for Federal awards at 2 CFR Parts 200 and 2205. Certain cost items in 2 CFR Parts 200 and 2205 require approval of the awarding agency for the cost to be allowable such as pre-award costs. Please ensure you consult the regulations prior to incurring costs to ensure allowability.
 2. Purchases of Equipment over \$5,000 using award funds, unless specified in the approved application and budget.
 3. Unless the CNCS share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 per cent or more of the total budget must be approved in writing in advance by CNCS. The total budget includes both the CNCS and recipient shares. Recipients may transfer funds among approved direct cost categories when the cumulative amount of such transfers does not exceed 10 percent of the total budget.

- D. **Approvals of Programmatic and Budget Changes.** CNCS's Grants Officers are the only officials who have the authority to alter or change the terms and conditions or requirements of the award. The Grants Officers will execute written amendments, and recipients should not assume approvals have been granted unless documentation from the Grants Office has been received. Programmatic changes also require final approval of CNCS's Office of Grants Management after written recommendation for approval is received from the Program Office.
- E. **Exceptions for Fixed Amount Awards.** Recipients with Fixed Amount awards are not subject to the requirements in Section C., Budgetary Changes, above.

XI. REPORTING REQUIREMENTS

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

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

<u>Due Date</u>	<u>Reporting Period Covered</u>
April 30	Start of award through March 31
October 31	Start of award year through end of award year or September 30, whichever is sooner

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

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

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

Cost reimbursement Professional Corps recipients submit one financial report per year.

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

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

Extensions of deadlines for financial reports may only be granted by the Office of Grants Management, and extensions of deadlines for progress reports may only be granted by the AmeriCorps Program Office.
- E. **Final Financial Reports.** A recipient must submit, in lieu of the last semi-annual financial report, a final financial report. This final report is due no later than 90 days after the end of the project period.
- F. **Final Progress Reports.** A recipient must submit, in addition to the last semi-annual project report, a final project report. This final report is due no later than 90 days after the end of the project period.
- G. **Financial Reports for Fixed Amount Awards.** Fixed Amount recipients are not required to submit financial reports to CNCS, including the final financial report.

XII. AWARD PERIOD AND INCREMENTAL FUNDING

For the purpose of the award, a project period is the complete length of time the recipient is proposed to be funded to complete approved activities under the

award. A project period may contain one or more budget periods. A budget period is a specific interval of time for which Federal funds are being provided to fund a recipient's approved activities and budget.

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

A planning grant covers a one-year project period.

XIII. PROGRAM INCOME

- A. **General.** Income, including fees for service earned as a direct result of the award-funded program activities during the award period, must be retained by the recipient and used to finance the award's non-CNCS share.
- B. **Excess Program Income.** Program income earned in excess of the amount needed to finance the recipient share must follow the appropriate requirements of 2 CFR Part 200 and be deducted from total claimed costs. Recipients that earn excess income must specify the amount of the excess in the comment box on the financial report.
- C. **Fees for Service.** When using assistance under this award, the recipient may not enter into a contract for or accept fees for service performed by members when:
 - 1. The service benefits a for-profit entity,
 - 2. The service falls within the other prohibited activities set forth in these award provisions, or
 - 3. The service violates the provisions of 42 U.S.C. § 12637 – Nonduplication and Nondisplacement.
- D. **Full-Cost and Professional Corps Fixed Amount Awards and Partnership Challenge Awards.** The recipient must notify its Grants Officer if it earns program income in excess of the amounts needed to cover all expenditures under the award. The Grants Officer will determine the disposition of the excess program income.

XIV. SAFETY

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

XV. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING

All recipients and subrecipients **must** complete CNCS NSCHC training every year. The CNCS designated e-course provides a thorough overview of the requirements and can be found at: <https://cnconlinecourses.litmos.com?C=325500>. To request Litmos account access, email serviceresources@cns.gov. Each grant recipient and subrecipient must identify at minimum one staff person who has some responsibility for NSCHC compliance to fulfill this requirement on behalf of the recipient or subrecipient. The grant recipient and subrecipient must retain the certificate of completion and assign staff to retake the course annually prior to the expiration of the certificate. Grant recipients and subrecipients should save certificates of completion from each year as grant records.

XVI. FIXED AMOUNT AWARDS

Fixed Amount awards are not subject to the cost principles in 2 CFR, Part 200, Subpart E. Fixed Amount awards must comply with the remaining provisions of 2 CFR Part 200, including Subpart F relating to audit requirements. Fixed Amount awards include Education Award program (EAP) Fixed Amount awards, Professional Corps Fixed Amount awards, Full-Cost Fixed Amount awards, and Partnership Challenge awards.

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

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

For all other Fixed Amount awards, the recipient may draw funds from the HHS

Payment Management System based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served.

Full-cost and Professional Corps programs may draw up to 20% of the funds within the first two months to cover start-up costs (recruitment and application, training, criminal history checks, etc.); however, total funds drawn should be based on the number of members on board at the time and the percentage of hours completed. Bi-annually, in some cases quarterly, and at closeout, CNCS will calculate the final amount of the award for the year or entire project period (at closeout) based on the number of successfully completed terms of service (as certified by the program) as well as the hours served that were not certified as successfully completed.

Partnership Challenge programs are awarded only member positions, but not federal funds. Therefore, Partnership Challenge programs will not draw any funds from the HHS Payment Management System.

XVII. BREACHES OF PERSONALLY IDENTIFIABLE INFORMATION (PII)

All recipients and subrecipients need to be prepared for potential breaches of Personally Identifiable Information, PII. OMB defines PII as any information about an individual, including, but not limited to, education, financial transactions, medical history, and criminal or employment history and information which can be used to distinguish or trace an individual's identity, such as their name, social security number, date and place of birth, mother's maiden name, biometric records, etc., including any other personal information which is linked or linkable to an individual. All recipients and subrecipients must ensure that they have procedures in place to prepare for and respond to breaches of PII, and notify the Federal awarding agency in the event of a breach.

If your CNCS grant-funded program or project creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of PII within the scope of that Federal grant award, or uses or operates a Federal information system, you must establish procedures to prepare for and respond to a potential breach of PII, including notice of a breach of PII to CNCS. Grantees experiencing a breach should immediately notify CNCS' Office of Information Technology, your CNCS Program Officer, and CNCS' Office of Inspector General.

Budget Revision Request

[illegible]

[illegible]

AMENDMENT # _____

This amendment is made BETWEEN
The Florida Commission on Community Service 3800
Esplanade Way, Suite 180
Tallahassee, Florida 32311
referred to herein as the

"Commission" AND

INSERT
LEAD AGENCY NAME ADDRESS
CITY, STATE, ZIP
referred to herein as the "Provider" amends

2017-2018 Contract for (*Insert Program Name*)

1. Section _____, Paragraph _____ is hereby amended to read:
2. This amendment shall begin on _____, or on the date on which the amendment has been signed by both parties, whichever is later.
3. All provisions in the contract and any attachments thereto in conflict with this amendment shall be and are hereby changed to conform with this amendment.
4. All provisions not in conflict with this amendment are still in effect and are to be performed at the level specified in the contract.
5. This amendment and all its attachments are hereby incorporated into and made a part of the above cited contract.

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

PROVIDER

Signed by:

Signature

Name
e

COMMISSION

Signed by:

Signature

Name

Exhibit VI

Title

Title

Date

Date

VOLUNTEER FLORIDA
Invoice Worksheet

Attachment VII

Exhibit VII		LEGAL APPLICANT (LEAD AGENCY)		
		PROGRAM		
		INVOICE DATES		TO
		PROGRAM YEAR		2017-2018
		CURRENT MONTH EXPENSES		
		CNCS	Grantee	Total
SECTION I: Program Operating Costs				
A. Personnel Expenses (list each employee by last name, first name initial and position title)				
	\$0.00	\$0.00	\$0.00	
			\$0.00	
			\$0.00	
			\$0.00	
A. Subtotal Personnel Expenses	\$0.00	\$0.00	\$0.00	
B. Personnel Fringe Benefits				
FICA			\$0.00	
Health			\$0.00	
Other			\$0.00	
B. Subtotal Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00	
C. Travel				
Staff Travel			\$0.00	
Member Travel			\$0.00	
C. Subtotal Travel	\$0.00	\$0.00	\$0.00	
D. Equipment (list each item of equipment separately; must be \$5,000 or more)				
			\$0.00	
			\$0.00	
D. Subtotal Equipment	\$0.00	\$0.00	\$0.00	
E. Supplies (be very specific and itemize; please add rows or change the items below as needed)				
Staff Office Supplies			\$0.00	
Postage			\$0.00	
Printing			\$0.00	
Member Supplies			\$0.00	
E. Subtotal Supplies	\$0.00	\$0.00	\$0.00	
F. Contractual and Consultant Services (list each consultant separately)				
			\$0.00	
			\$0.00	
G. Subtotal Contractual and Consultant Services	\$0.00	\$0.00	\$0.00	
G. Training				
Staff Training			\$0.00	
Member Training			\$0.00	
G. Subtotal Training	\$0.00	\$0.00	\$0.00	
H. Evaluation				
			\$0.00	
H. Subtotal Evaluation	\$0.00	\$0.00	\$0.00	
I. Other Program Operating Costs (list each cost individually; add rows as needed)				
Background Checks			\$0.00	
Rent			\$0.00	
Utilities			\$0.00	
Member Service Gear			\$0.00	
			\$0.00	
I. Subtotal Other Program Operating Costs	\$0.00	\$0.00	\$0.00	
SECTION I: PROGRAM OPERATING COSTS SUBTOTAL	\$0.00	\$0.00	\$0.00	
SECTION II: Member Costs				
A. Living Allowance				
Full Time (1700 hrs)		\$0.00	\$0.00	
Half Time (900 hrs)	\$0.00	\$0.00	\$0.00	
Reduced Half Time (675 hrs)	\$0.00	\$0.00	\$0.00	
Quarter Time (450 hrs)	\$0.00	\$0.00	\$0.00	
Minimum Time (300 hrs)	\$0.00	\$0.00	\$0.00	
A. Living Allowance Subtotal:	\$0.00	\$0.00	\$0.00	
B. Member Support Costs				
FICA for Members	\$0.00	\$0.00	\$0.00	
Workers Compensation	\$0.00	\$0.00	\$0.00	
Health Care	\$0.00	\$0.00	\$0.00	
B. Member Support Subtotal:	\$0.00	\$0.00	\$0.00	
SECTION II: MEMBER COSTS SUBTOTAL	\$0.00	\$0.00	\$0.00	
A. Corporation Fixed Amount				
	\$0.00	\$0.00	\$0.00	
B. Federally Approved Indirect Cost Rate				
	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	

VOLUNTEER FLORIDA
Invoice Worksheet

Attachment VII

EXHIBIT VII	LEGAL APPLICANT (LEAD AGENCY)		
	PROGRAM		
	INVOICE DATES	TO	
	PROGRAM YEAR	2017-2018	
	CURRENT MONTH EXPENSES		
	CNCS	Grantee	Total
TOTAL PER AMOUNTS:		\$0.00	\$0.00
	CNCS / Grantee Share:	#DIV/0!	#DIV/0!
<small>Contingency fixed rate (payable to VFA) will be a down payment <small>(contingency fixed rate PER Amount)</small> </small>			\$0.00
APPROVED BY (must be typed or signed by program):			
Date PER sent to Volunteer Florida:			

**Volunteer Florida
2017-2018 Property/Equipment Inventory List
Exhibit VIII**

Lead Agency: _____
 Program Name: _____
 Contract Number: _____
 Contract Period: _____

Cumulative inventory list of all property, regardless of purchase date, that has a purchase price of \$500 or more bought with funds provided through this subcontract with the Commission. This includes all computers, desktops and laptop computers, and speciality software other than Windows and Microsoft Office Suite, regardless of the acquisition cost or value.

[illegible]



Volunteer Florida
AmeriCorps Program Contract Checklist
2017-2018 Contract Year
Exhibit IX

PROGRAM NAME: _____

Instructions: Please initial beside each line item.

1) Due with the submission of executed 2017-2018 contract (August 11, 2017)

- _____ Completed Exhibit X (Vendor EFT Authorization Form) & Exhibit XI (W-9)
- _____ As applicable, copies of insurance policies for:
 - Liability
 - Fidelity
 - Property
 - Vehicle
 - Worker's Compensation
- _____ Most recent audit statements, if not previously provided.

2) AmeriCorps Program Start Up Documents (August 31, 2017)

- _____ Member Service Agreement
- Member Timesheet
- Member Position Description(s)
- AmeriCorps Staff Position Description(s)
- Staff Time & Effort Report
- Site Agreements
- Member Orientation Agenda
- Data Collection Plan

3) Due within 45 days of contract execution (September 14, 2017)

- _____ Proof of completion of on line trainings by both the Program Director and Fiscal Staff Member. Refer to Section I. 1 – 2 of your contract.
 - Key Concepts of Financial and Grants Management
 - CNCS National Service Criminal History Checks

4) Due within 3 months of contract year (October 31, 2017)

- _____ Completed Exhibit III and National Service Criminal History Check support documentation.

5) Breaches of Personally Identifiable Information (PII)

- _____ Organizations must ensure that they have procedures in place to prepare for and respond to breaches of PII. (Exhibit IV, AmeriCorps Terms and Conditions, Section XVII)



CERTIFICATION:

*I certify that (name of agency) _____ has submitted the
required documents as indicated by my initials above.*

Signature of Program Director or Fiscal Contact

Date Documents Submitted to Volunteer Florida

Vendor Electronic Funds Transfer:

All you need do is:

- NOTE: Be sure to sign the form !**

SIGNATURE

TRANSIT ROUTING NUMBER

ACCOUNT NUMBER INFORMATION

:										:
---	--	--	--	--	--	--	--	--	--	---

--

NOTE: Only 9 digits in Routing Numbers

Form

W-9**Request for Taxpayer**

Give Form to the

(Rev. December 2014)

Identification Number and Certificationrequester. Do not
send to the IRS.Department of the Treasury
Internal Revenue ServicePrint or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

2 Business name/disregarded entity name, if different from above

☐☐☐☐☐3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
Individuals; see☐ Individual/sole proprietor or☐ C Corporation☐ S Corporation☐ Partnership☐ Trust/estate☐ single-member LLC

4 Exemptions (codes apply only to certain entities, not

instructions on page 3):

Exempt payee code (if any)

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership)

Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner. code (if any)

Exemption from FATCA reporting

Other (see instructions) ☐

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) Requester's name and address (optional)

City, state, and ZIP code

7 List account number(s) here (optional)

Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid Social security number backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

**Sign
Here**Signature of
U.S. person ☐Date ☐

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at www.irs.gov/fw9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7). **Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.

- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

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5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; do not leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments.	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency. **Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 864 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan **Note.** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed. **Line 5**

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee
b. So-called trust account that is not a legal or valid trust under state law	The actual owner
5. Sole proprietorship or disregarded entity owned by an individual	The owner
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity*
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

* You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

* List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

* Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund. To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Volunteer Florida
AmeriCorps Program/Contract Closeout Checklist
2017-2018

Program Name: _____

Instructions: Please initial beside each applicable line item once the task has been completed, indicate "N/A" for any line item that is not applicable, have the Executive Director or designated authority of your agency sign the certification located at the bottom, and then return the completed form (with the required attachments) to your Volunteer Florida Program Manager.

- _____ Mid-year Member Evaluation Forms, End-of-year Member Evaluation Forms, and Member Exit Forms have been completed for each member and each have been filed in the appropriate member's file.
- _____ All Members have been exited on the AmeriCorps Portal with up-to-date contact information (name, email, phone/cell number).
- _____ All Member issues, including those related to an approved national on-line reporting system, have been satisfactorily resolved.
- _____ All Members have been provided information on obtaining their educational award including the number and website to the Trust office.
- _____ All Member timesheets have been audited to ensure accuracy and document that the AmeriCorps Member met all requirements to earn post service benefits.
- _____ All Progress Reports (including final data) has been completed utilizing an approved Volunteer Florida form.
- _____ The organization's final report of the 2017-2018 Performance Measures is accurate. Performance Measurement documentation and records are already on file. The organization agrees to ensure the adequate maintenance and proper retention of the same, as required for audit purposes (retained for a period of six years).
- _____ The organization has completed the online 2017-2018 AmeriCorps Program Annual Survey, accurately reporting additional program impact.
- _____ Final invoice has been reviewed for compliance with the contractually agreed to match requirements and subsequently has been approved and submitted on an approved Volunteer Florida form. **NOTE:** If match requirements were not satisfied, the final reimbursement amount may be reduced accordingly.
- _____ Final expenses, as reported on the final invoice, agree with and have been accurately captured on the organization's general ledger and accounting system.
- _____ All asset and liability accounts applicable to the grant have been properly adjusted to reflect a \$0 balance.
- _____ All staff member time charged to the grant (including in-kind) is documented and appropriately stored according to OMB requirements.
- _____ All equipment or supplies having an aggregate value of \$500 or greater, that were purchased with grant funds have been properly reported to Volunteer Florida using the Property Inventory Listing.

To be completed for AmeriCorps Programs not continuing beyond the 2017-2018 contract year:

Program Name: _____

- _____ All equipment and supplies that were purchased with grant funds have been distributed in accordance with the instructions provided by Volunteer Florida.
- _____ All individual accounts (deposit, accounting, or otherwise), established or maintained with grant funds, have been closed.
- _____ All agreements, equipment rental contracts, grant specific insurance policies, etc., that were established or maintained with grant funds have been canceled, effective no later than the grant's contracted expiration date.
- _____ A listing of the individuals designated as the primary contacts for any future Volunteer Florida communication related to the grant have been attached to this checklist.

NOTE: As a requirement of program closeout, Volunteer Florida requires each organization to attach a list including the names, titles and current contact information for at least **three (3)** individuals who are appropriately positioned to serve as future primary contacts should Volunteer Florida require additional information (examples: Chair of Board, Executive Director, and Finance Officer).

- _____ Adequate provisions have been made to ensure the satisfactory maintenance and proper retention of all grant records for the required period of 5 years, beginning with either the contracted expiration date or the final resolution date of all audit findings, whichever is later.

Location of records: _____

Contact Person for records: _____

PROGRAM NAME: _____

EXECUTIVE DIRECTOR CERTIFICATION:

I certify that (name of agency)_has, to the best of my knowledge:

- *satisfied each of the applicable requirements indicated by my initials above,*
- *verified that all required documents and records, including those inferred by the applicable requirements noted herein are already on file, and*
- *agrees to ensure the adequate maintenance and proper retention of the same, as required for audit purposes. I understand that failure to produce required documentation may result in payback of federal funds.*

Signature of Executive Director or Designated Official

Date Signed

For the use of Volunteer Florida staff:

Approval for disbursement of final reimbursement is hereby granted by the Program Office; the programmatic contract file is complete and no further information is needed.

Signature of applicable Program Manager

Date Signed

Approval for disbursement of final reimbursement is hereby granted by the Finance Office; the fiscal contract file is complete and no further information is needed.

Signature of authorized Finance Staff

Date Signed