# **EXECUTIVE SUMMARY**



Recommendation that the Broward College District Board of Trustees accept the grant agreement for Broward UP Navigators AmeriCorps Contract Agreement 2024-2025. Fiscal Impact: Revenue \$422,456.00 (\$291,545.00 from grantor funds and \$130,911.00 from matching funds including cash and in-kind contributions from the College)

Presenter(s): Steven Tinsley,

What is the purpose of this contract and why is it needed? Under the Broward UP initiative, Broward College will have 20 AmeriCorps members serving as AmeriCorps Navigators to economically disadvantaged individuals in Broward UP zip code communities in Broward County, Florida. These members will facilitate job readiness for entry or advancement into high-demand industries and jobs. By the end of the program year, they will recruit 500 individuals, of whom 150 will be enrolled in job readiness training and job placement programs. The AmeriCorps members aim to reduce or eliminate barriers to success for these individuals. This contract gives the College fiscal authority to implement the AmeriCorps Navigators program using AmeriCorps grant funds.

What procurement process or bid waiver was used and why? Not applicable.

Is this a budgeted expenditure from the budget established at the last June Board of Trustees meeting? Not applicable.

What fund, cost center and line item(s) were used? PG000369; FD200; CC0743; BU304; GR001073

Has Broward College used this vendor before for these products or services? Not applicable.

Was the product or service acceptable in the past? Not applicable.

Was there a return on investment anticipated when entering this contract? Yes, the anticipated return on investment includes increased job readiness and employment opportunities for economically disadvantaged individuals within the targeted Broward UP communities. The program aims to enhance community welfare by improving employability through job training and support services.

Was that return on investment not met, met, or exceeded and how? The return on investment is expected to be met or exceeded by the end of the grant period. ROI will be measured through the number of individuals completing job readiness training, the attainment of industry-recognized certifications, and successful job placements, contributing to increased economic stability in the community.

**Does this directly or indirectly feed one of the Social Enterprise tactics and how?** Yes, the project feeds into Social Enterprise tactics by providing job training and career pathways for economically disadvantaged individuals. This initiative supports social mobility and economic development by enabling participants to gain valuable skills and secure employment in high-demand industries.

**Did the vendor amend Broward College's legal terms and conditions** [to be answered by the Legal Office] **if the College's standard contract was used and was this acceptable to the Legal Office?** 

## Board Item

# Meeting of September 4, 2024

The General Counsel's office has reviewed the agreement and any deviation to the College's standard terms has been deemed acceptable. The sponsor did not agree to any changes to the agreement.

## FISCAL IMPACT:

Description: Revenue \$422,456.00 (\$291,545.00 from grantor funds and \$130,911.00 from matching funds including cash and inkind contributions from the College)



8/7/2024

APPROVAL PATH: 12422 Broward UP Navigators AmeriCorps Contract Agreement 2024-2025

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Stage	Reviewer	Description	Due Date 🗠	Status	1
1	Steven Tinsley	VP, Workforce Education		Completed	1
2	Natalia Triana-Aristizabal	Contracts Coordinator		Completed	2
3	Jeffrey Nasse	Provost and SVP of Academic Affair		Completed	2
4	Legal Services Review Group	Review and Approval for Form and		Completed	2
5	Board Clerk	Agenda Preparation		Pending	
6	District Board of Trustees	Meeting	08/20/24 08:30 AM	Pending	
7	Electronic Signature(s)	Signatures obtained via DocuSign b		Pending	



# Volunteer Florida AmeriCorps Contract Agreement 2024-2025

This contract agreement is hereby made and entered into as of 8/1/2024 (the "Effective Date"), by and between the Florida Commission on Community Service, otherwise known as Volunteer Florida (the "Commission"), having its principal place of business at 1545 Raymond Diehl Road, Suite 250, Tallahassee, FL 32308, and Broward College with its principal place of business located at 111 East Las Olas Blvd, Fort Lauderdale, FL 33301-2298 (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 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  $\frac{7/31}{2025}$  (the "Termination Date").

### B. Contract Allocation

- 1. Total Contract Amount: \$422,456.00
- 2. Total AmeriCorps Share: \$291,545.00
- 3. Total Grantee (Provider) Share: \$130,911.00

## 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%: \$436.90
- 2. Contract Grantee and Match Amount \$130,911.00

## **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 AmeriCorps 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. The Reimbursement Invoice along with all monthly invoice documentation should be submitted in one PDF file to the Volunteer Florida Sub-Grantee Portal located at: <u>https://volunteerfl.mccicloud.io/forms/sgp</u>.
- c. Match Requirement AmeriCorps requires each Provider to match a percentage of the expended funds based on the number of years they have been receiving funds through the AmeriCorps grant. This required match percentage can be found in your Budget. If the Provider is unable to meet this required percentage a portion of the federal funds will be deducted to meet this requirement.

## 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 Contract Agreement become unavailable, the Commission may immediately terminate the Contract 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: Steve Chapman, AmeriCorps Program Manager, 1545 Raymond Diehl Rd, Suite 250, Tallahassee, FL 32308, (850) 414-7400.

## C. Contract Exhibits

The following Exhibits are incorporated herein as part of the 2024-2025 AmeriCorps Contract Agreement:

Exhibit I -	- Contract Provisions
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- Exhibit II AmeriCorps Proposal, Budget, and Budget Narrative
- Exhibit III National Service Criminal History Check Certification 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 Form
- Exhibit IX Vendor EFT Authorization Form
- Exhibit X W-9 Form
- Exhibit XI AmeriCorps Program Closeout Checklist
- Exhibit XII Reporting/Grant Requirements



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

PROVIDER	COMMISSION
Signature:	Signature:
Name:	Erin Sjostrom, Chief Operating Officer
	Date:
Title:	
Organization: Broward College	
Date:	



# Exhibit I Contract Provisions 2024-2025

## I. CONTRACT AGREEMENTS

## A. Compliance

- 1. By signing this contract, the Provider acknowledges receipt and adherence to the General Grant and Cooperative Agreement Terms and Conditions and the Terms and Conditions for AmeriCorps State Grants which are identified in Exhibit IV attached hereto and incorporated by reference herein.
- 2. The Provider will utilize AmeriCorps Members in accordance with Exhibit II submitted by the Provider for funding. 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.
- **3.** The Provider shall also comply with applicable Federal cost principles, administrative, and audit requirements as well as all applicable Florida Statutes and the most current policies of the State of Florida (Attachment A) 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.
- **4.** 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 the General Grant and Cooperative Agreement Terms and Conditions and the Terms and Conditions for AmeriCorps State Grants (Exhibit IV).
- 5. All such requirements are incorporated herein by reference.
- 6. 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.
- **B. Program Name** The Provider may not change its program name, as identified in its Funding Application (Exhibit II) without the prior written approval of the Commission.

## C. Program Management

## 1. Staff Positions

- a. Staff positions, duties, responsibilities, and the number of staff working in the program may be revised if requested in a Budget Revision Request (Exhibit V) 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 one (1.0) FTE Program Director to be responsible for the overall management of the program.
- b. 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.

## 2. AmeriCorps Member Recruitment

- a. The Provider agrees to recruit AmeriCorps Members into service within sixty (60) days of implementation of this contract. Members will be provided with a living allowance in accordance with 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 a signed agreement with each Member using an AmeriCorps Member Service Agreement in compliance with Exhibit IV.
- c. The positions, position descriptions, and number of Members serving in this program may be revised if requested in a Budget Revision Request (Exhibit V) and approved in writing by the Commission prior to the changes occurring.
- d. All Members must be enrolled in the eGrants AmeriCorps Portal prior to their first day of service and in sufficient time to ensure that the future member is citizenship eligible.
- e. The Provider will complete an AmeriCorps compliant National Service Criminal History Check (NSCHC) of all members and staff supported by AmeriCorps and/or match funds using AmeriCorps vendors Fieldprint and Truescreen. The Provider will complete and document NSCHC of members and staff in accordance with AmeriCorps requirements found at <a href="https://www.americorps.gov/grantees-sponsors/history-check">https://www.americorps.gov/grantees-sponsors/history-check</a>. Program staff must also certify that the NSCHCs have been completed, reviewed, and adjudicated prior to start of work or service.
- f. The Provider must submit the National Service Criminal History Check Certification Form (Exhibit III) with NSCHC clearance documents by the second month of the contract. Clearance documentation of NSOPW, state of residence, state of service, and FBI checks must also be provided. Failure to complete the status form may result in the delay of program reimbursements.
- g. A National Service Trust End of Term of Service/Exit Form must be completed via the eGrants AmeriCorps Portal (or AmeriCorps designated platform) for each Member upon completion of the term of service.
- h. The Provider will complete forms via the eGrants AmeriCorps Portal (or AmeriCorps designated platform) within eight (8) days upon a member's enrollment in, completion of, lengthy or indefinite suspension from, or release from, a term of service.
- i. 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.

## 3. AmeriCorps Staff Training

- a. The Commission will provide programmatic technical assistance and required virtual and in-person trainings. Provider programmatic staff will be required to complete the Volunteer Florida Trainings.
- b. The Commission will provide fiscal technical assistance and required virtual and inperson trainings. Provider fiscal staff will be required to complete the Volunteer Florida Fiscal Trainings.
- c. The Provider must submit certification of completion of the following online



AmeriCorps trainings through Litmos located on the AmeriCorps website within thirty (30) days of the Effective Date of this contract. The Program Contact and Fiscal Contact must complete each of these online courses. Confirmation of completion should be submitted as a grant requirement. If the Provider fails to complete these online courses the Commission reserves the right to withhold payment of monthly invoices. Instructions to create a Litmos account: <u>https://www.americorps.gov/sites/default/files/document/How%20to%20create%20Litmos%20account.pdf</u>.

The AmeriCorps designated e-courses can be found at the following links or by searching the course title in the Content Library on Litmos:

- i. National Service Criminal History Check Required Annual e-Course <u>https://</u> <u>americorpsonlinecourses.litmos.com/home/course/325500?r=False&ts=63853191</u> <u>3250018631</u>
- ii. *Key Concepts of Financial Grants Management* <u>https://americorpsonlinecourses.</u> <u>litmos.com/account/login/?C=7513619</u>
- iii. Fraud Awareness Training for AmeriCorps Grantees <u>https://americorpsonline</u> <u>courses.litmos.com/ course/7297781?r=False&ts=638423923369763818</u>
- iv. Developing Policies and Procedures: A Resource for AmeriCorps State and National Grantees - <u>https://americorpsonlinecourses.litmos.com/course/10732704</u>

## 4. 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
  - ii. Introduction to disaster preparedness, mitigation, and response
- b. Other suggested training topics include, but are not limited to:
  - i. Team building
  - ii. Conflict resolution
  - iii. Career development
  - iv. Life after AmeriCorps
  - 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 Contract 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, in cash or in-kind contributions, equal to AmeriCorps required match percentage on the expended funds. The required percentage is based on the number of years the Provider has been receiving funds through the AmeriCorps grant. This required match percentage can be found in your Budget. If the Provider is unable to meet this required percentage, a portion of the federal funds will be deducted to meet this requirement.
  - 2. Budget Revisions Approval must be obtained from the Commission if the Provider requests to add a budget line item, adjust a budget line associated with member slot



conversions or adjust a line item by ten percent (10%) or more of the total 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 (Exhibit V). Budget Revision Requests may only include costs for expenditures from the date of Exhibit V submission to support the remaining grant period. Provider will be allowed to submit up to four (4) revisions during the contract year with the last revision due no later than May 15, 2025.

- E. Property The Provider agrees that any purchases in furtherance of the Contract 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 Contract Agreement and have a purchase price equal to or greater than \$500.00, the Provider must obtain prior written approval from the Commission, and a budget revision, if necessary, must be submitted and approved.
- **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 Contract Agreement.

## G. Contract Reporting

- Blackbaud Grantmaking is the platform used for the submission of grant requirements. See Exhibit XII – Reporting/Grant Requirements. The Commission reserves the right to withhold payment of monthly invoices if the Provider is delayed on grant requirements.
- **2.** The Provider agrees to provide additional information associated with program compliance upon Commission request.
- **3.** During the contract period, the Provider agrees to provide the Commission financial and compliance audits of the Provider within 180 days after the end of the Provider's fiscal year in accordance with OMB Circular A-133 and to ensure that all related party transactions are disclosed to the auditor. The Provider will make every effort to include funds received from Volunteer Florida within their sample for the A-133 audit.
- H. Financial Reporting The Provider will submit to the Commission a monthly invoice using the Volunteer Florida Monthly Invoice Worksheet 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 submission of the Reimbursement Invoice, an explanation should be sent in writing to <u>Tracie@volunteer florida.org</u> and <u>Rechell@volunteerflorida.org</u> 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 withhold payment of monthly invoices.
  - 1. First Reimbursement Invoice The Provider will submit to the Commission their first monthly invoice within forty-five (45) days of AmeriCorps Contract Agreement start date using the Volunteer Florida Sub-Grantee Portal. Copy and paste the following link to your browser: <a href="https://volunteerfl.mccicloud.io/forms/sgp">https://volunteerfl.mccicloud.io/forms/sgp</a> to access the portal.
  - 2. Supporting Documentation The Provider will submit supporting documentation for all expenditures related to performance under the Contract Agreement on a monthly basis for



both the Federal Expenditures and the Match Expenditures for the 2024-2025 contract year. Errors in the Reimbursement Invoices, or any supporting documentation, will result in a delay of payment. The Commission reserves the right to review any documents related to Reimbursement Invoices at any time during the program period. The required supporting documentation will include, but not be limited to: timesheets, payroll documentation, invoices, proof of payments, etc.

**3.** Final Financial Reports for Reimbursement and Closeout 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 (Exhibit XI) and Property and Equipment Inventory Form (Exhibit VIII) 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.

## 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 (Exhibit II), to cooperate and coordinate the provision of services under the terms of this Contract Agreement.
- 2. Such partnerships may include, but are not limited to, the following agreements:
  - a. contributions of cash support for the services provided under the terms of this contract;
  - b. contributions of in-kind support for the services provided under the terms of this contract;
  - c. coordination of service activities to prevent duplication of effort;
  - d. evaluation of service activities, member development, etc.;
  - e. training, training space, or trainers;
  - f. promotions or public relations; and
  - g. provisions for member supervision or service site supervision.
- **3.** Agreements with partnering organizations to provide member supervision and/or service sites must be in writing, adhere to the General Grant and Cooperative Agreement Terms and Conditions and the Terms and Conditions for AmeriCorps State Grants (Exhibit IV). Members must serve in a minimum of pairs and 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

## J. Disaster Preparedness, Response, Recovery, or Mitigation

**1.** AmeriCorps, 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.

- 2. AmeriCorps Members may be requested to aid anywhere in the State of Florida. Provider staff and AmeriCorps Members shall serve under the direction and control of the Provider and shall not be considered volunteers to FEMA or DEM for purposes of Florida Statutes, Chapter 110, Part IV. Requests for Emergency Assistance will be made on behalf of the State Coordinating Officer, as identified in any declaration of emergency issued by the Governor of the State of Florida, through the Commission's Director of Emergency Management after consulting with the state AmeriCorps office disaster coordinator. All related activities undertaken by a Provider will be done in cooperation with local offices of emergency management.
- **3.** 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 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 acknowledgment, at a minimum, from the partnering organization. The Provider 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 AmeriCorps members are required to receive basic level emergency management or disaster training.
- **K.** National Service Activities During the Term of the Contract 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 AmeriCorps.

## L. 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 Contract Agreement.
- **2.** The Provider agrees to facilitate, conduct, and participate in technical assistance, external reviews, and other continuous improvement activities related to these services.
- **3.** The Provider agrees to engage in required program evaluation as defined by AmeriCorps evaluation requirements.
- 4. To be assured of satisfactory performance of the terms and conditions of the Contract 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 Provider's offices and any location where the Provider is providing goods or services pursuant to the Contract 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.

- 5. The Provider will conduct a minimum of one survey during the course of performance under the Contract 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 Contract Agreement.

## M. 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 Contract Agreement for a period of six (6) years after termination of this Contract 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, <u>Chapter 119</u>, Florida Statutes, made or received by the Provider in conjunction with the Contract Agreement. The Provider's refusal to comply with this provision will constitute a breach of contract.
  - 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 <u>Chapter 119</u>, Florida Statutes, or Federal Regulations, including, but not limited to <u>45 CFR</u>, <u>Part 205.50</u>, except upon written consent of the recipient or the recipient's responsible parent or guardian when authorized by law. The Provider agrees to ensure that they have procedures in place to prepare for and respond to breaches of Personally Identifiable Information (PII) according to the Terms and Conditions for AmeriCorps State and National Grants (Exhibit IV).
  - b. Assignments and Subcontracts The Provider may not assign this Contract Agreement, or subcontract any portion of the work contemplated under this Contract 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 subcontracts will be subject to the terms and conditions of this Contract 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 \$30,000.00 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 Contract 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 Contract 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 The Provider is in compliance with all applicable:
  - i. General Grant and Cooperative Agreement Terms and Conditions and the Terms and Conditions for AmeriCorps State Grants (Exhibit IV) and
  - ii. Florida Statutes, including, but not limited to <u>Chapter 415</u>, 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).
- **3. 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.

## 4. Sponsorship

- a. The Provider agrees to state "Sponsored by \_\_\_\_\_\_\_ and Volunteer Florida," in publicizing, advertising, or describing the sponsorship of a program funded wholly or in part by the Commission. 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.
- b. 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.
- c. The Provider agrees to notify the External Affairs Director of the Commission as soon as



possible when engaging in contact with the media; and to provide the Commission's tag line as listed below, to all media contacts for all programs funded wholly or in part by the Commission.

- i. Volunteer Florida is Florida's lead agency for volunteerism and national service, administering more than \$75 million in federal, state, and local funding to deliver high-impact national service and volunteer programs in Florida. Volunteer Florida promotes and encourages volunteerism to meet critical needs across the state. Volunteer Florida also serves as Florida's lead agency for volunteers and donations before, during, and after disasters. For more information, visit: <u>www.volunteer florida.org</u>.
- **N. Conflict of Interest** The Provider shall affirm that neither the Provider, nor any of its directors, officers, members, or employees has any interest or shall acquire any interest, either directly or indirectly, which would conflict in any manner or degree with performance of the service hereunder. The Provider further agrees that in the performance of the Contract Agreement, no person having such interest shall be employed by the Provider.
- **O. Nepotism** No person may hold a job or position with the Provider in which a member of his/her immediate family exercises supervisory authority within the program. A member of an immediate family includes: husband, wife, father, father-in-law, mother, mother-in-law, brother, brother-in-law, sister, sister-in-law, son, son-in-law, daughter, daughter-in-law, and separated spouses.

## II. COMMISSION AGREEMENTS

- A. Reimbursements Complete and accurate Reimbursement Invoices will be processed by the Commission within forty (40) days after receipt of a complete and fully documented invoice. Failure to submit a timely or accurate invoice will result in monthly payments being delayed and/or withheld.
- **B. Technical Assistance** In those instances where the Commission is unable to provide direct technical assistance to the Provider, the Commission will assist the Provider in obtaining any necessary technical assistance and training as determined by the Commission to be necessary for proper performance by the Provider under this Contract Agreement.
- **C. Site Visits** Following any quality assurance or continuous improvement review, the Commission will deliver in a timely fashion to the Provider a written report with comments and recommendations regarding the manner in which services are being provided.
- **D.** Contract Continuation Not applicable.



## ATTACHMENT A: Federal and State Statues and Rules Reference Guide

**Strict Compliance with Laws.** The Grantee shall perform all acts required by this Agreement in strict conformity with all applicable local, state and federal laws and regulations. The Grantee shall during the term of this Agreement be in strict conformity with all applicable local, state and federal laws and regulations.

Title 2 Subtitle A Chapter II PART 200—<u>UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES,</u> <u>AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS</u> Grantees must keep accurate records and submit to an audit under the specified requirements.

Drug-Free Workplace Act of 1988, Title 2 Subtitle B Chapter XXX PART 3001—<u>REQUIREMENTS FOR</u> <u>DRUG-FREE WORKPLACE (FINANCIAL ASSISTANCE)</u> Drug-free workplace means a site for the performance of work done in connection with a specific award at which employees of the recipient are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

Title 44 Chapter I Subchapter A PART 18—<u>NEW RESTRICTIONS ON LOBBYING</u> Disbursement of grants and aids appropriations for lobbying prohibited.

The Privacy Act of 1974, 5 U.S.C. 552a—<u>Records maintained on individuals</u> Records may not be disclosed without a request or consent of the person whose records are being disclosed unless there is an exemption. See Art. I of the State Constitution and Florida Statutes Section 119.07 below.

<u>National and Community Service Act of 1990</u> to enhance national and community service and for other purposes.

<u>National and Community Service Trust Act of 1993</u> amends the National and Community Service Act of 1990 to establish a Corporation for National Service, enhance opportunities for national service, and provide national service educational awards to persons participating in such service, and for other purposes.

Art. I of the State Constitution and Florida Statutes Section <u>119.07</u> contractor shall allow public access to all documents, papers, letters, or other material made or received by the contractor in conjunction with the contract, unless the records are specifically exempt. Contractor shall not destroy any documents, papers, letters, or other material made or received by the contractor in conjunction with the contract.

Florida Statutes Section <u>215.4725</u> Prohibited investments by the State Board of Administration; companies that boycott Israel.

Florida Statutes Section 215.473 prohibits engaging in commerce in any form in Sudan or Iran, including, but not limited to, acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

Florida Statutes Section <u>216.347</u> Disbursement of grants and aids appropriations for lobbying prohibited.

APPLICATION FOR FEDERAL ASSISTANCE			1. TYPE OF SUBMISSION: Application X Non-Construction		
Modified Standard Form 424 (Rev.02/07 to confirm to the Corporation's eGrants System			)		
2a. DATE SUBMITTED TO CORPORATION FOR NATIONAL AND COMMUNITY SERVICE (CNCS):	3. DATE RECE 02-MAY-24	EVED BY STATE:		STATE APPLICATION IDENTIF	'IER:
2b. APPLICATION ID:	APPLICATION ID: 4. DATE RECEIVED BY FEDERAL AGENCY:		ICY:	FEDERAL IDENTIFIER:	
24AC264339				24AFHFL0010003	
5. APPLICATION INFORMATION					
LEGAL NAME: BROWARD COLLEGE		1	NAME AND CON	ACT INFORMATION FOR PRO	JECT DIRECTOR OR OTHER
UEI NUMBER: G95LD67WQ8N5			PERSON TO BE CONTACTED ON MATTERS INVOLVING THIS APPLICATION (give area codes):NAME: Evelyne Alexis		
ADDRESS (give street address, city, state,	zip code and county	/):			
111 E Las Olas Blvd Fort Lauderdale FL 33301 - 2206			TELEPHONE NUN FAX NUMBER:	BER: (954) 201-7370	
County: Brow ard				. ADDRESS: ealexis@brow a	ard edu
-					
6. EMPLOYER IDENTIFICATION NUMBER (EII 591216107	۷):		7. TYPE OF APPL 7a. Higher Educa	ICANT: ation Organization - State Contr	rolled
8. TYPE OF APPLICATION (Check appropria	to box)	7	7b.		
	,				
	PREVIOUS GRANTE	E			
If Amendment, enter appropriate letter(s) in	box(es):				
A. AUGMENTATION B. BUDGET RE	V ISION				
C. NO COST EXTENSION D. OTHER (spec	ifv below):				
		5	9. NAME OF FEDERAL AGENCY: Corporation for National and Community Service		
			Corporati		
10a. CATALOG OF FEDERAL DOMESTIC AS	SSISTANCE NUMBER	R: 94.006 1	11.a. DESCRIPTIVE TITLE OF APPLICANT'S PROJECT: Brow ard UP AmeriCorps Program		
10b. TITLE: AmeriCorps State					
12. AREAS AFFECTED BY PROJECT (List C Brow ard County, FL	ities, Counties, State	es, etc):	11.b. CNCS PRO	GRAM INITIATIVE (IF ANY):	
13. PROPOSED PROJECT: START DATE:	08/01/24 END	DATE: 07/31/25 1	14. CONGRESSIC	NAL DISTRICT OF: a.Applic	ant FL 23 b.Program FL 23
15. ESTIMATED FUNDING: Year #: 1			16. IS APPLICATION SUBJECT TO REVIEW BY STATE EXECUTIVE		
			ORDER 12372 PF		
a. FEDERAL	\$ 291,545.0	0	YES. THIS P	REAPPLICATION/APPLICATION	WASMADEAVAILABLE
b. APPLICANT	\$ 130,911.0	0		STATE EXECUTIVE ORDER 12	372 PROCESS FOR
c. STATE	\$ 0.00		REVIEV DATE:	ON:	
d. LOCAL	\$ 0.00			AM IS NOT COVERED BY E.O.	12372
e. OTHER	\$ 0.00	)			
f. PROGRAM INCOME \$ 0.00		)1	17. IS THE APPLICANT DELINQUENT ON ANY FEDERAL DEBT?		
g. TOTAL	FOTAL \$ 422,456.00		∐ YE	S if "Yes," attach an explana	ation. 🛛 NO
18. TO THE BEST OF MY KNOWLEDGE AND DULY AUTHORIZED BY THE GOVERNING B IS AWARDED.	,				
a. TY PED NAME OF AUTHORIZED REPRESE	NTATIVE:	b. TITLE:		c. TEL	EPHONE NUMBER:
Kareen Torres				(95	4) 201-7488
d. SIGNATURE OF AUTHORIZED REPRESE	NTATIVE:				TE SIGNED:
				05/0	02/24

#### **Executive Summary**

Broward College will have 20 AmeriCorps members who will serve as Broward UP AmeriCorps Navigators to economically disadvantaged individuals in 11 of the most vulnerable zip codes (33023, 33069, 33309, 33311, 33313, 33319, 33065, 33314, 33441, 33020, and 33064) and others across Broward County, Florida leading to their job readiness for entry or advancement into high demand industries and jobs. At the end of the fourth program year, the AmeriCorps members will be responsible for increasing the job readiness of 500 individuals and job placement of many of the participants. In addition, the AmeriCorps members will leverage 10 volunteers who will be engaged in promoting the Broward UP project and participating service events to promote volunteerism. This program will focus on the AmeriCorps focus area of Economic Opportunity. The AmeriCorps investment of \$291,545 will be matched with a combination of cash from Broward College operating funds and private grant funding totaling \$130,911

### Rationale and Approach/Program Design

### 1. COMMUNITY AND LOGIC MODEL

Several years after the pandemic, communities within Broward County, Florida, continue to experience high poverty levels due to the high cost of living, low wages, and negligible job growth. Poverty issues continue to plague communities that have historically been troubled by entrenched socioeconomic vulnerabilities. Eleven targeted areas, represented by zip codes--33023, 33069, 33309, 33311, 33313, 33319, 33065, 33314, 33441, 33020, and 33064, collectively called Broward UP (Unlimited Potential) communities, have been identified as those with the highest unemployment rates and lowest educational attainment within this county. Joblessness levels of 11.27% have been reported. Approximately 61% of these households earn less than the average median income of Broward County. In 2021, the Florida Department of Economic Research and the Lumina Foundation estimated that 64% of Florida jobs require some form of postsecondary education. Despite Broward County's 43.9% postsecondary education attainment level, on average only 27% of their residents over the age of 25 hold a postsecondary credential or degree.

In today's economy, education and workforce development fuels economic growth and social mobility. The Broward UP movement ensures that residents can gain the skills and knowledge to acquire a life-changing postsecondary credential, while giving them the tools they need to be successful and competitive in the workforce. Working in partnership with local municipalities,

nonprofits and businesses, Broward UP addresses barriers to educational access and employment by engaging communities where they are and through trusted social service organizations. Barriers to program participation such as transportation, technology, and childcare are addressed by leveraging the resources and facilities of over 19 community partners and their established networks. Broward UP offers workforce training that is more proximate to underserved communities and expands access to education beyond the college campuses to wholistically improve economic and social mobility across Broward County.

The Broward UP Theory of Change asserts that by removing the barriers to attaining a postsecondary credential even the most challenged can transform their lives to attain economic opportunity and mobility. Participants are guided by a Career/Success Coach or Navigator who assesses education and skills levels, provides employment skills training, and refers for industry certification classes. Interventions such as outreach, job training, curricula, career readiness, internships, job placement, and caring mentors are part of the model. The model provides a pathway to postsecondary education through small wins such as micro-credentials, certificates, and industry recognized certificates. The model relies on its networks to foster trust and demystify the college experience, while addressing socioeconomic barriers (e.g. childcare, transportation, etc.) to ensure course completion.

The Broward UP AmeriCorps program has an established home base at the new L.A. Lee YMCA/Mizell Community Center at 1409 Sistrunk Boulevard, Fort Lauderdale, Florida 33311 and at Broward UP community partner site locations across 11 county zip codes with plans to expand throughout Broward County. Within the identified zip code area, Broward UP community partner centers include the Urban League of Broward County, YMCA of South Florida, Boys and Girls Club of Broward, Broward Partnership for the Homeless, Jack & Jill Children's Center, Broward County Housing Authority, HANDY, Hispanic Unity of Florida, FLITE Center, Pace Center for Girls, Broward County Library and municipal facilities for the cities of Lauderhill, Lauderdale Lakes, West Park, Tamarac Pompano Beach, Fort Lauderdale, Hollywood, North Lauderdale, and Miramar.

BC will place 20 half-time AmeriCorps members in Broward UP communities to serve as Navigators, helping 500 residents enroll in and complete workforce education and career skills training to improve their employability in high-demand occupations. The members will serve in pairs in four-hour shifts for 3-4 days a week at selected sites to recruit (outreach) and enroll residents into workforce education

courses and into career pathway programs, helping them navigate enrollment, build digital literacy, and link them to program resources to remove barriers to participation.

Program participants may receive workforce education and training leading to industry-recognized certifications and technical certificates in fields ranging from advanced manufacturing, IT, and business to education and health sciences. Classes are offered both in-person and through virtual platforms to increase program flexibility and participation. Program of study/courses will include, but not limited to: Customer Service & Sales Certification; Lean Six Sigma Yellow Belt Process Improvement; Manufacturing Class in Process and Materials; Project Management; Microsoft Excel; Supply Chain Management and Procurement; CompTIA A+ certification; EKG Technician; Medical Assistant; Physical Therapy Aide, and more. These programs of study lead to a Broward College recognized certificate of completion, industry certification, or technical certificate.

Outcomes: The long-term outcome is for residents to achieve meaningful long-term employment earning a livable wage to raise them out of poverty. Participating residents will have the following outcomes: 1) develop marketable skills such as career readiness, job seeking; 2) attend training classes in the selected curriculum, and 3) connect with support services to ensure their success and program completion. Five hundred participants will engage with workforce training, connect with support services to surmount barriers to their success, and participate in job readiness activities. As a result of these services, at least 75% or 375 participants will complete a workforce education or training program. Additionally, at least 35% of completers will attain a credential in an industry-recognized certification. Through targeted recruitment the project will assemble an exceptional Broward UP AmeriCorps team. The countywide recruitment strategies will employ the use of Broward College's marketing and social media platforms to recruit AmeriCorps members.

### 2. Evidence Base

Broward UP's interventions are evidence informed supported pertinent evidence provided through the cited research study of the I-BEST program that employs similar interventions. The project integrates basic skills and workforce education training to individuals with low skill levels to prepare them to attain industry recognized credentials. The program is adapted from Washington State Board of Community and Technical Colleges' Integrated Basic Education and Training (I-BEST) program that provides integrated basic skills and workforce education training leading to industry-recognized

credentials, certificates, and licenses, and provides supports to ensure participants stay in training.

Evidence Tier: The independent evaluations of these programs support a pre-preliminary evidence tier. I-BEST targets individuals with skills levels that are lower than normally required to enroll in collegelevel programs to pursue short-term certificate programs, and ultimately college degrees or technical certificates.I-BEST targets individuals with skills levels that are lower than normally required to enroll in college-level programs to pursue short-term certificate programs, and ultimately college degrees or technical certificates. I-BEST includes a Navigator (Coach) that is available to provide career counseling and help students access financial support, support services, and connect students to employers. Some I-BEST programs of study require full-time enrollment and others require part-time evenings and weekends depending on the course of study.

The What Works Clearinghouse (WWC) determined that two studies met the WWC group design standards for Career and Technical Education (CTE) without reservations (Glosser et al., 2018; Modicamore et al., 2017) and one study met the WWC group design for CTE with reservations (Anderson et al., 2017) which showed evidence of a positive and statically significant effect on I-BEST on industry-recognized credential, certificate, or license completion. Findings from these three studies relative to the comparison group revealed positive effects with no overriding contrary evidence. These findings were based on a total of 44,367 students within the three studies. Glosser, et al. (2018) showed a statistically significant positive effect of I-BEST on industry-recognized credentials, certificates, or license completion, through a randomized control trial with low attrition. The study took place at three public community colleges in Washington State with 455 students. In this study, I-BEST students had access to dedicated advisors, called navigators, who provided guidance on academic issues, helped students navigate the college's procedures, and helped with career planning. I-BEST also provided "fill the gap" funds for books, tools, other course materials, and transportation. This funding ensured that all members of the intervention group would pay no tuition. Modicamore, et al. (2017) showed evidence of a statistically significant positive effect of I-BEST, called Accelerating Connections to Employment (ACE) on industry-recognized credential, certificate, or licensee completion, short-term employment; and short-term earnings through a randomized controlled trial with low attrition. The study took place at six sites in Maryland, one site in Connecticut, and one site in Georgia, with 2,064 students where 71 percent of study participants were African Americans. Lastly, the Anderson et al. (2017) study showed evidence of a statistically significant positive effect of I-BEST, implemented as Accelerated Opportunity (AO), on industry-recognized credential, certificate,

or license completion through a quasi-experimental design with baseline equivalence established on the analytic sample. The interventions were delivered in community college and adult education settings in four states -- Illinois, Kansas, Kentucky, and Louisiana. AO is partially based on the I-BEST model allowing adult learners to complete adult education or other skill-building courses. The pathways offered efficient course offerings with paths to multiple stackable, industry-recognized credentials within about 12 credit hours. AO offered contextualized instruction, accelerated learning, supportive navigation services, and connections with employers and workforce agencies to help students complete their coursework and transition. Using matched comparison groups, a rigorous propensity score matching analysis was conducted comparing 4,361 AO students compared to 38,533 non-AO students in several states with similar backgrounds (including labor-market activity, test scores, education history, demographics, and timing of college enrollment), expect for participation in AO. In the comparison groups, each state showed an increase in the number of credentials earned by AO participants: in Illinois by 0.1 credentials on average, a 25 percent increase over the comparison group; in Kansas by 0.6 credentials on average, a 40 percent increase over the comparison group; in Kentucky by 0.7 credentials on average, a 78 percent increase over the comparison group; and in Louisiana by 0.8 credentials on average, a large increase over the comparison group which was essentially zero.

The Broward UP model will use the team-teaching approach to I-BEST, through different formats depending on the participant's need, with a majority using the complementary-support teaching approach. Because Broward UP participants come in at different levels, and the programs available through Broward UP vary, the team-teaching approach varies based on the needs of the participants. For example - for participants that require English language instruction, a side-by-side concurrent approach to English language instruction and workforce education will be conducted. For participants that require a high school diploma, will be referred to a free program offered through the Broward County Library System to obtain their high school diploma that will be integrated providing basic technical skills requirements and followed by a Broward UP program of study. Other programs of study integrate basic skills into the curriculum so that the students are prepared for the rigorous coursework and to pass the industry-recognized credential, certificate, or licensure exam. No adaption will be made to the Navigator role or the support provided by the college.

## **EVIDENCE QUALITY:**

The proposed Broward UP AmeriCorps program references relevant studies from the What Works

Clearinghouse, which is attached within the Supplementary documents for review.

#### MEMBER EXPERIENCE:

BC will conduct an intensive summer orientation/training that will help prepare AmeriCorps members for their service year. Training for members will be led by the Broward UP Project Manager and staff and will cover these topics: AmeriCorps 101 (roles, rules, and regulations), Team Building, Team Dynamics and Building Relationships, Collaborative Working Styles, Broward UP curriculum, and training opportunities, How to Deliver Job Readiness, and Effective Speaking and Presentation. Throughout their tenure, AmeriCorps members will also be informed of online training opportunities offered through BC that coincide with their work. Each AmeriCorps member will also receive First Aid/CPR training and Disaster Preparedness and Response training. Members are supported by a fulltime Project Manager who supervises the members in all aspects and supports their development and success at every turn. A part-time Administrative (Project) Assistant further helps to support the members and staff with logistical, administrative, and training being enhanced. Biweekly meetings/trainings will be used to address any pressing issues among members. Each member will receive a member service agreement, which includes a position description that outlines roles and responsibilities. AmeriCorps members will rotate through a variety of tasks within the Broward UP program, ensuring that each member has the chance to experience different facets, including administration, proctoring, coaching, and facilitation. The AmeriCorps Navigators serve as a team, but engage in two distinct activities either focusing on program outreach or retention as dictated by program needs. Four of the 20 AmeriCorps members occupying roles of Lead AmeriCorps Navigators. These Lead Navigators are employed at three-quarter-time and provide mentoring to half-time members in group or one-on-one sessions throughout their service year. The remaining 16 members are at half-time status. These positions assume roles that are presently not being done by existing staff at these locations. Outreach activities involve sharing information on Broward UP, handing out program materials, and directing residents to enroll. Retention activities involve enrolling residents in courses, connecting them to case managers, and followup, including help with using the online platform.

Member recruitment will involve outreach to BC students, area colleges, and the community. BC staff will conduct in-person interviews to assess candidates¿ commitment to service. The Project Manager will monitor members¿ progress using individualized training plans, stored as part of their record. Members are expected to undergo extensive training (36 hours total) and engage in service-learning

activities on weekends. The 20 half-time members will work in pairs during one of four shifts, each lasting 3-4 hours per day.

AmeriCorps members would participate in monthly shadowing sessions where they accompany leaders. The shadowing sessions would follow a rotating schedule, ensuring that AmeriCorps members get exposure to a diverse range of leadership styles. Before each shadowing session, clear learning objectives would be established for the AmeriCorps members. These objectives could include gaining insights into leadership decision-making, understanding organizational dynamics, learning about industry-specific challenges, and networking with professionals.

#### **Organizational Capability**

## 1. ORGANIZATIONAL BACKGROUND AND STAFFING:

Serving as a national higher education model for workforce education in high need communities, Broward UP is fully supported by Broward College (BC), a state public college founded in 1959 serving almost 58,000 students a year. Broward UP was launched in 2018 as a movement to create a pathway into postsecondary education and access for individuals living in low-income, high unemployment zip code areas in Broward County. BC has a strong track record of delivering high quality workforce training and successful career pathways programs that has earned it recognition from the Aspen Institute as one of the Top Ten Colleges considered for the Aspen Prize for Community College Excellence in 2023, 2021, 2019, 2017, and 2013. BC established partnerships through formal agreements to create the infrastructure needed to deploy Broward UP in the communities.

The project will be under the Project Manager and Associate Vice-President Adult and Community Education who will oversee the management and reporting of the project. The Project Manager who reports to the AVP of Adult and Community Education will directly supervise the AmeriCorps members. This structure/agreement allows Broward UP to provide improved oversight/compliance support, strengthening the partnerships and their ability to provide services that enhance the workforce training and employment of residents.

### MEMBER SUPERVISION:

The site supervisor will be the full-time Broward UP AmeriCorps Project Manager and will directly supervise all 20 members. The manager will meet with the part-time members individually each week to offer support. BC will develop a robust training for the Project Manager based upon the AmeriCorps Resource Guide for Community Service Supervisors. The online training will take place over two, 90-

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minute long sessions and will include topics such as: 1) supervisor roles and responsibilities, 2) filling out timesheets; 3) project goals and objectives, 4) setting up your member for success; 5) coaching members; 6) building and sustaining community collaboration; 7) building a collaborative team environment; 8) active listening and providing feedback; and 9) managing time. Training will also include supervisor/AmeriCorps member checkins, opportunities to assess strengths and opportunities for growth and member training plan. The Project Manager will also conduct member evaluation, and lead training and member recruitment. This management structure will support member training and allow BC to ensure Broward UP AmeriCorps members have a rewarding impactful experience. The Project Manager reports to the Associate Vice-President of Adult and Community Education who will have secondary oversight and supervision of the AmeriCorps members. The AVP of Adult and Community Education is a second tier managerial oversight of the members and in this capacity will ensure that members receive supervisory and management oversight. This management structure will support member training and allow BC to ensure Broward UP AmeriCorps members have a rewarding impactful experience.

#### **Cost Effectiveness and Budget Adequacy**

#### MEMBER RECRUITMENT:

Attachment A: In response to Attachment A and in support of recruitment and retention, the Broward UP AmeriCorps program has incorporated the following measures:

(i) Increased the living allowance for members above the minimum costs. Broward UP AmeriCorps members will receive increases to offset the high cost of living in Broward County and in recognition that many members have limited resources and benefit greatly for this additional assistance. The average compensation for four Lead members was raised by \$0.30 placing the members on route to minimum wage parity.

The budget is reasonable to support the selective recruitment of successful AmeriCorps members who reflect the demographic of the communities where the program operates. The budget will allow for funds for recruitment and ad postings using social media outlets to advertise the program to the target demographic being sought for this AmeriCorps program. Recruitment of members will also include direct outreach to BC students and other colleges in the area and at various Broward UP partner service sites. Using the Center for National and Community Service (CNCS) Recruitment Manual as a guide, the project will conduct outreach and recruitment activities to assemble an exceptional Broward UP AmeriCorps team. The comprehensive recruitment strategies will reach throughout

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Broward County and use Broward College's marketing and social media platforms to recruit AmeriCorps members. Transportation and mileage is included for the Project Manager to travel across various sites to further recruitment efforts. Indirect costs assigned within the budget support the hiring process, vetting through Talent and Culture (BC's HR division), and posting of positions on the College website. BC staff will conduct in-person interviews with each candidate to gauge the prospective member's level of commitment to service.

## **MEMBER RETENTION:**

Retention of Members is supported through various inclusions in the budget such as: training and professional development; member compensation and fringe benefits including workman's compensation, member gear, and member recognition events (indirect costs). The Broward UP AmeriCorps program will also advertise to members the availability of additional support by informing them of the member fund so they can access financial assistance.

## DATA COLLECTION:

The College has developed a plan for collecting high-quality programmatic data including performance measure outputs and outcomes (as outlined in the logic model), demographic data, and other information to inform continuous improvement and help the College tell our story of the impact of the program effectively. Qualitative data such as surveys, as well as quantitative data will be collected throughout the project period. Broward UP project staff with input from BC Institutional Research will analyze the data to determine whether performance measures were met and look for trends for which activities are most successful in order to drive the scaling of activities and deeper impact. The College will regularly generate reports from a database to compile information for grantee progress reports and to identify areas for improvement on both the individual and programmatic levels and any risks or opportunities for improvement will be addressed by the Project Manager and program staff.

## BUDGET ALIGNMENT TO PROGRAM DESIGN:

The project budget is reasonable, cost-effective and adequate to support project activities as discussed in the narrative. Grant funds are requested primarily to support the living allowances of AmeriCorps members and to support project staff such as the Project Manager and Administrative Assistant tasked with program implementation and reporting. The salaries for project personnel align with the responsibilities and tasks that are necessary for the proper functioning, including monitoring,

supporting, and reporting on the project. The budget provides for project staff salaries and fringe benefits, living allowances and fringe benefit support for 20 part-time members, travel expenses and staff training, member professional development and training, recruitment and outreach, and program supplies. The allocation of funds is tied to the program design and is sufficient to carry out the tasks as outlined in the project plan. Indirect costs of 51.5% of salaries and fringes, as approved by the U.S. Department of Health and Human Services are also applied to the project budget.

### **Evaluation Summary or Plan**

NA

**Amendment Justification** 

N/A

**Clarification Summary** 

N/A

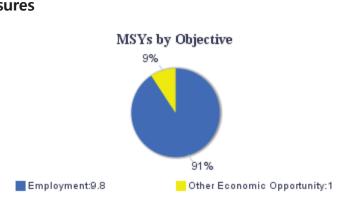
**Continuation Changes** 

N/A

**Grant Characteristics** 

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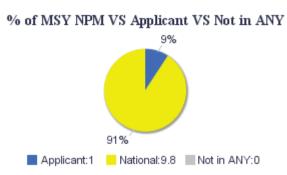


#### Table1: MSYs by Focus Areas

Focus Area	% MSYs	
Economic Opportunity	100%	

## Table2: MSYs by Objectives

Objectives	%MSYs
Employment	91%
Other Economic Opportunity	9%



### Table3: %MSYs by NPM vs.Applicant vs. Not in ANY

	NPM	Applicant	Not in ANY
% MSYs	91%	9%	0%

### Table4: No of MSY and Members by Objective

Objectives	No of MSYs	No of Members
Employment	9.80	19
Other Economic Opportunity	1.00	1
Total	10.80	20

Primary Focus Area:	Economic Opportunity
Primary Intervention:	Job Training
Secondary Focus Area:	Economic Opportunity
Secondary Intervention:	Other

Performa	ance Measure: Improv	ve Job Readir	ness			
Focus Area:	Economic Opportunity	Objective:	Employment	No of 9.80 MSY's:	No of Members:	20

#### **Problem Statement:**

After the COVID- 19 pandemic, high levels of joblessness continue to plague the most vulnerable communities in Broward County. Many challenges stand in the way of breaking the cycle of generational poverty and inequities in these communities demonstrated by the highest unemployment and poverty rates in Broward County. Florida Department of Economic Research and the Lumina Foundation estimated that by 2021, 64% of Florida jobs will require some form of post- secondary education. To improve resident's economic opportunities, Broward UP brings higher education and critical supports directly into these communities to increase access and opportunities for residents. Broward UP AmeriCorps members will be providing services in the realm of outreach and retention in order to ensure 300 residents enroll into workforce training and have 150 complete and gain transferable skills to improve their employability in high- demand fields. As the program has refocused its efforts to attract more residents through greater outreach efforts than on retention, we expect to reach this overall number of 500 unduplicated served. AmeriCorps members will rotate through a variety of tasks within the Broward UP program, ensuring that each member has the chance to experience different facets, including administration, proctoring, coaching, and facilitation. The AmeriCorps Navigators serve as a team, but engage in two distinct activities either focusing on program outreach or retention as dictated by program needs.

#### **Selected Interventions:**

Job Training Workforce Education Enrollment

#### **Describe Interventions:**

The Broward UP program model offers free workforce education and support services directly in the community to remove barriers to participation. AmeriCorps Navigators serve as a team, but engages in two distinct activities focuses on either outreach or retention as dictated by program needs. Members will engage in outreach to distribute information about free workforce training, represent the program at community partner events, attend job fairs and community events, prepare outreach materials for distribution, and signup residents and conduct preliminary intakes. Within two weeks of first point of contact, members will engage in recruitment by reaching out via phone and email to those participants who have not enrolled in workforce training to foster course enrollment. Prior to this, members will provide the following retention activities: enroll residents in courses, connect them to case managers, and help with using the online platform. Members will make contact at least once to help with enrollment and follow up as needed. Individuals will be enrolled in workforce education and training leading to industry- recognized certifications and technical certificates in advanced manufacturing, IT, business, education and health sciences. Programs of study/courses will include, but not limited to: Lean Six Sigma Yellow Belt Process Improvement; Project Management; Supply Chain Management and Procurement; Customer Service Operations; CompTIA A+ certification; EKG Technician; Assisted Living Technician; Medical Assistant; Physical Therapy Aide, among others. These programs of study lead to a Broward College recognized certificate of completion, industry certification, or technical certificate. Broward UP community partner sites such as the Urban League, YMCA, Boys and Girls Club, and municipality facilities will serve as sites for workforce training and support services.

## Problem Statement:

# Selected Interventions:

Workforce Education Enrollment

01A Output:	
01A: Number of individu	als served
Target: 500	Individuals
Measured By: Tracki	ng System
Described Instrument:	Broward UP application will be used to track residents served by the program. Broward UP will use sign in sheets for residents who sign up/enroll for services. It will also collect demographic data, intake questionnaire, and student number for those who sign up for BC classes.
D21 Outcome:	
021: Number of individu	als with improved job readiness
<b>T</b> errota 150	
<b>Target:</b> 150	Individuals
Measured By: Survey	·
Described Instrument:	Pre- and post job readiness surveys for participants. The survey will have questions identifying completion of resume, actions taken (for example workshop) to improve digital literacy, soft skills training, conducted job searches, and career skills inventory, as evidence of their improved job readiness.
OUTCM88414 Outcome	:
Number of individuals en	rolled in workforce education and training
Target: 300	Individuals
Measured By: Other	
Described Instrument:	Residents will complete a Continuation Education or Credit application. Broward College designates each application with a coding in the Student Management system to identify new applicants. In addition, members will track their efforts on a spreadsheet to keep track of their personal enrollment goals.

Perform	ance Measure: Volunt	eer Generatio	on				
Focus Area:	Economic Opportunity	Objective:	Other Economic Opportunity	No of MSY's:	1.00	No of Members:	20

#### **Problem Statement:**

What better way to tell the AmeriCorps story than by inviting others to serve. Short- term service projects are need as an extension of the work the members are already doing as a way to promote awareness of AmeriCorps and its impact. The volunteers and the media will know that the short- term project is an another example of what AmeriCorps members are doing on a daily basis all over Broward County. The projects will tie to current events ensuring it addresses a critical need in the community.

#### Selected Interventions:

Volunteerism

#### **Describe Interventions:**

The members will promote AmeriCorps at the events through traditional media including telling their stories, social media, and other ways. Members will also recruit students and staff to participate in the service events to promote voluneerism.

UTPT88429 Ou	tput:			
Number of volunte	eers to be leveraged			
Target: 10	members			
Measured By:	Other			
<b>Described Instrument:</b> Electronic sign- up sheet				
UTCM88428 O	Jtcome:			
number of hours of	contributed by leveraged volunteers			
Target: 10	Hours			
Measured By:	Other			
	ment: Sign- in sheet: Members will sign in and out to record the number of hours of			

# **Program Information**

# **AmeriCorps Funding Priorities**

\*Check any priority area(s) that apply to the proposed program. Please refer to Underrepresented the NOFO for the information on the threshold for meeting priority communities, underserved people, Evidence- based consideration

## **Grant Characeteristics**

\*Check any characteristics that are a significant part of the proposed program Innovative Community Strategies, Geographic Focus

Urban

Interventions

# Demographics

Other Revenue Funds	0
Number of volunteers generated by AmeriCorps members	40
Percent of disadvantaged youth enrolled	15

# **Required Documents**

Document Name	<u>Status</u>
Federally Approved Indirect Cost Agreement	Already on File at CNCS
Labor Union Concurrence	Not Applicable
Evaluation	Sent
Other Documents	Sent

# Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
The community problem that the program activities (interventions) are designed to address.	Resources that are necessary to deliver the program activities (interventions), including the number of locations/sites and number/type of AmeriCorps members.	The core activities that define the intervention or program model that members will implement or deliver, including duration, dosage and target population.	Direct products from program activities.	Changes in knowledge, skills, attitudes and opinions. These outcomes, if applicable to the program design, will almost always be measurable during the grant year.	Changes in behavior or action. Depending on program design, these outcomes may or may not be measurable during the grant year.	Changes in condition or status in life. Depending on program design, these outcomes may or may not be measurable during the grant year. Some programs, such as environmental or capacity-building programs, may measure changes in condition over a period as short as one year.
<ul> <li>11.27% average unemployment in Broward UP zip codes</li> <li>61% of households earn les than average median income in Broward County</li> <li>Generational poverty and unemployment/und eremployment</li> <li>Only 26.9% of residents over age 25 have a college degree</li> <li>High poverty and material income inequality</li> </ul>	Broward UP model AmeriCorps funding BC inkind/cash match 20 AmeriCorps members (4 three- quarter time and 16 half-time) Broward UP zip code areas YMCA Mizell Center 1 Project Manager & 1 Admin Assistant Partnership agencies: HANDY, FLITE, Big Brothers Big Sisters, etc.	Workforce education and training leading to certificates, industry-recognized credentials or microcredentials Pre-employment and career readiness training Navigators provide daily retention and outreach activity through assisting the participants with enrollment in college coursework Employment assistance Target low-income, unemployed, and/or	500 individuals served through outreach or enrollment activities (O1A) 300 individuals enroll in workforce education and training Number of workforce education and training courses offered Number of career readiness sessions conducted 20 AmeriCorps members trained Number of mock	Participants decrease barriers to credential attainment Participants increase knowledge or skills related to seeking, obtaining, or successfully retaining employment 151 Participants engage in resume development, mock interviews, or job searches as part of career readiness (O 21) 300 Participants enroll in workforce education and training	Participants progressively earn new credentials, industry certifications (certificates or degrees) Participants raise educational attainment levels and wages Increased employment rates in high demand fields Increase in number of hours contributed by volunteers (OUTCM83253)	Holistically improve economic and social mobility Unemployment and poverty levels in communities decrease Increased postsecondary education levels and rising income levels

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#### Logic Model

Problem	Inputs	Activities	Outputs	Short-Term Outcomes	Mid-Term Outcomes	Long-Term Outcomes
Low social and economic mobility Low skills and educational attainment	Workforce education and training courses Career educational pathways and advisory boards Broward College staff & student volunteers	education facing barriers to employment	interviews conducted Number of resumes/digital portfolios created 10 hours contributed by volunteers	(OUTCM88414) 10 volunteers leveraged for community service events		

For Official Use Only Page 20

# Broward UP AmeriCorps Program BROWARD COLLEGE

Application ID: 24AC264339			Budget	Dates:	
		Total Amt	-	Grantee Share	
Section I. Program Operating Costs					
A. Personnel Expenses		69,000	20,000	49,000	
B. Personnel Fringe Benefits		28,641	765	27,876	
C. Travel					
Staff Travel		3,246	3,246	0	
Travel to CNCS-Sponsored Meetings		0	0	0	0
Member Travel		1,068	1,068	0	Ū.
	Total	\$4,314	\$4,314	\$0	
D. Equipment					
E. Supplies		3,754	3,754	0	
F. Contractual and Consultant Services					
G. Training					
Staff Training		900	900	0	
Member Training		1,000	1,000	0	
	Total	\$1,900	\$1,900	\$0	
H. Evaluation	10101	ψ1,000	ψ1,000	ΨΟ	
I. Other Program Operating Costs		2,600	2,600	0	
Section I. Subtotal		\$110,209	\$33,333	\$76,876	
		φ110,203			
Section I Percentage			30.25%	69.75%	
Section II. Member Costs					
A. Living Allow ance					
Full Time (1700 hrs)		0	0	0	
1-Year Half Time (900 hours)		179,280	179,280	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	0 0	
2-Year Half Time (1st Year) Three Quarter Time (1200 hours)		63,840	63,840	0	
Abbreviated Time (1200 hours)		03,040	05,040	0	
	Total	\$243,120	\$243,120	\$0	
B. Member Support Costs	, otai	φ240,120	φ2+0,120	φõ	
FICA for Members		18,599	14,000	4,599	
Worker's Compensation		243	0	243	
Health Care		0	0	0	
	Total	\$18,842	\$14,000	\$4,842	
Section II. Subtotal		\$261,962	\$257,120	\$4,842	
Section II. Percentages		· •	98.20%	1.80%	
Section III. Administrative/Indirect Costs					
A. Corporation Fixed Percentage					
Corporation Fixed Amount		0	0	0	
Commission Fixed Amount		0	0	0	
	Total	\$0	\$0	\$0	
B. Federally Approved Indirect Cost Rate		50,285	1,092	49,193	
Section III. Subtotal		\$50,285	\$1,092	\$49,193	
Section III Percentage		,	2.17%	97.83%	
-					
Section I + III. Funding Percentages		A 400 4=-	21.40%	78.60%	
Budget Totals		\$422,456	\$291,545	\$130,911	
Budget Total Percentage			69.01%	30.99%	
Required Match			26.00%		

Modified SF-424A (4/88 and 12/97)

# Broward UP AmeriCorps Program BROWARD COLLEGE

# of years Receiving CNCS Funds		4	
Total MSYs		10.80	
Cost/MSY		\$26,994.91	
Budget Totals	Total Amt \$0	CNCS Share \$0	Grantee Share \$0
Budget Total Percentage		0.00%	0.00%
Required Match		26.00%	
# of years Receiving CNCS Funds		4	
Total MSYs		10.80	

#### Budget Narrative: Broward UP AmeriCorps Program for BROWARD COLLEGE

#### Section I. Program Operating Costs

# A. Personnel Expenses

Position/Title -Qty -Annual Salary -% Time	CNCS Share	Grantee Share	Total Amount
Full-time Project Manager: - 1 person(s) at 49000 each x 100 % usage	0	49,000	49,000
Part-time Administrative Assistant: - 1 person(s) at 40000 each x 50 % usage	20,000	0	20,000
Category Totals	20,000	49,000	69,000

#### **B.** Personnel Fringe Benefits

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Project Manager & Administrative Assistant: 7.65% of total salaries = \$69000 x .0765 = \$5,279	765	4,514	5,279
Health Insurance for Full-time Project Manager: \$1,143 x 12 months = \$13,716	0	13,716	13,716
Other Fringe Benefits (listed below): Disability (.17% of salaries), Life Insurance (.14% of salaries), *Florida Retirement System (13.57% of salaries for project staff) = \$9,577	0	9,577	9,577
Workers Compensation for Full-time Project Manager and Part-time Administrative Assistant: Calculate based on salary of \$69000 x .10% = \$69.	0	69	69
Category Totals	765	27,876	28,641

# C. Travel

#### **Staff Travel**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Travel to CNCS-Sponsored Meetings: 0	0	0	0
Travel to VF sponsored Trainings: Lodging (\$180 night x 2 nights x 2 staff x 2 trainings); Per Diem (\$36 per day x 3 days x 2 staff x 2 trainings); Car Rental to VF Meetings in State (\$50 per day x 3 days x 2 staff x 2 trips); Gas (\$60 per staff x 2 staff x 2 trips) = \$2,712	2,712	0	2,712
Staff Travel (Mileage): \$0.445 x 100 miles per month x 12 months = \$534	534	0	534
Category Totals	3,246	0	3,246

#### **Member Travel**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
Member Travel: 10 miles/member x 20 members x \$0.445 per mile X12 months = \$\$1,068	1,068	0	1,068
Category Totals	1,068	0	1,068

# 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
Consumable Office Supplies: Consumable Office Supplies (pens, paper, toner) at \$80 per month for 12 months; based on historical averages. = \$960	960	0	960
Member Gear including AmeriCorps logo: 22 x \$127 each (20 + 2 staff members x 4 shirts @ \$15 each and 1 polo @ \$55 each, and 1 hat each @ \$12 per hat= \$2,794	2,794	0	2,794
Category Totals	3,754	0	3,754

# 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 Staff registration: 1 registration fee per institution @ \$900 per organization- Daily Rate of 0	900	0	900
Category Totals	900	0	900

# **Member Training**

Purpose -Calculation -Daily Rate	CNCS Share	Grantee Share	Total Amount
Member Training: CPR Certification (\$50*20 members) = \$1,000 Disaster Preparedness and Response training is not included in the grant budget, but will be provided to members through community partners Daily Rate of 0	1,000	0	1,000
Category Totals	1,000	0	1,000

#### 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
Background Checks: 20 background checks @ \$75 each (20 members) = \$1,500. Background checks are still active for the 2 project staff members.	1,500	0	1,500

Cell phone: Cell phone allowance for full-time staff member - \$50/month x 12 months = \$600	600	0	600
Recruitment ads: Social media ads for recruitment @ \$100 per month for 5 months = \$500.	500	0	500
Category Totals	2,600	0	2,600
Section Totals	33,333	76,876	110,209
PERCENTAGE	30.25%	69.75%	

#### 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): Member(s) at a rate of each Members W/O allowance	0	0	0
Three Quarter Time (1200 hours): 4 Member(s) at a rate of 15960 each Members W/O allowance 0	63,840	0	63,840
1-Year Half Time (900 hours): 16 Member(s) at a rate of 11205 each Members W/O allowance 0	179,280	0	179,280
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): 0 Member(s) at a rate of 0 each Members W/O allowance 0	0	0	0
Minimum Time (300 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Abbreviated Time (100 hrs): Member(s) at a rate of each Members W/O allowance	0	0	0
Category Totals	243,120	0	243,120

#### **B. Member Support Costs**

Purpose -Calculation	CNCS Share	Grantee Share	Total Amount
FICA for Members: FICA at 7.65% of total living allowance cost = \$243,120 x .0765 = \$18,599	14,000	4,599	18,599
Worker's Compensation: Workers Compensation (Calculate based on salary of \$243,120 x .10%) = \$243	0	243	243
Health Care:	0	0	0
Category Totals	14,000	4,842	18,842
Section Totals	257,120	4,842	261,962
PERCENTAGE	98.15%	1.85%	

# Section III. Administrative/Indirect Costs

# A. Corporation Fixed Percentage

Item -Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount:	0	0	0
Commission Fixed Amount: CNCS Share = (CNCS Section I + II) x .0526 x .40	0	0	0
Category Totals	0	0	0

# B. Federally Approved Indirect Cost Rate

Calculation -Cost Type -Rate -Rate Claimed -Cost Basis	CNCS Share	Grantee Share	Total Amount
Predetermined: Salaries and Benefits: 51.5% on salaries and fringe benefits.Total (\$69,000+\$28,641 x .515 = \$50,285.12); CNCS Share (\$20,000 + \$765 x .0526 = \$1.092.24); Grantee (\$50,285.12- \$1,092.24 = \$49,192.88; VF-\$1,092.24*.40 = \$436.90; BC-\$1,092.24*.60 = \$655.34 w rate of claimed of with a rate of 51.5 and a rate claimed of 51.5	.12); CNCS Share (\$20,000 2- \$1,092.24 =\$49,192.88; 1,092		50,285
Category Totals	1,092	49,193	50,285
Section Totals	1,092	49,193	50,285
PERCENTAGE	2.17%	97.83%	

Budget Totals	291,545	130,911	422,456
PERCENTAGE	69.01%	30.99%	
Required Match		0.00%	
Total MSYs	10.80		
Cost/MSY	26,994.91		

#### Source of Funds

Section	Match Description	Amount	Classification	Source
	Private Foundation Grant - secured	81,718	Cash	Private
Source of Funds	Broward College - indirect costs on salaries and fringe for Project Manager and Administrative Assistant as match, and FICA and workman's compensation for staff and members.	49,193	In Kind	Other
Total Source of Funds		130,911		



# Exhibit III National Service Criminal History Check (NSCHC) Certification

NSCHC Certification must be completed and submitted online as a Grant Requirement by the second month of the contract.

As a reminder, the NSOPW (Vendor: Truescreen), FBI (Vendor: Fieldprint), and State of Service (Vendor: Fieldprint, if State of Florida; Vendor: Truescreen, if out of state and as applicable) checks must be completed prior to work or service for any staff or member. Failure to comply with federal guidance may result in cost disallowance. <u>https://americorps.gov/grantees-sponsors/history-check</u>

**Instructions:** Please initial beside each line item, certifying the upload. Provide signature and date from agency Executive Director or designated authority of agency.

\_\_\_\_\_ Member Roster

List of staff charged to grant (federal and match) including date of start on the grant. (Not applicable for Fixed Amount Awards).

\_\_\_\_\_ Truescreen Monitoring Report (do not convert to PDF)

\_\_\_\_\_ Adjudicated Fieldprint checks for all members and staff

I certify that (name of agency) \_\_\_\_\_ has, to the best of my knowledge:

- satisfied each of the applicable requirements indicated by my initials above, and aligned with the agency's written NSCHC policy;
- completed the NSCHC process for all members and staff charged to grant according to AmeriCorps requirements;
- verified that all required documents and records, including those inferred by the applicable requirements noted herein are 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 cost disallowance of federal funds.

#### Exhibit IV

# FY 2024 GENERAL GRANT AND COOPERATIVE AGREEMENT TERMS AND CONDITIONS

By accepting funds under this award from AmeriCorps (AmeriCorps is the operating name for the Corporation for National Service), 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 2023 GENERAL TERMS AND CONDITIONS

- **A.** Section III.B.: Removed references to reporting to Payment Management System
- B. Section III.F.: Added link to NSCHC manual

# 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 AmeriCorps' implementing regulations in 45 CFR Chapter XII and/or XXV. Recipients must comply with the requirements of the NCSA and/or DVSA and AmeriCorps' 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 the agency's implementing regulation at 2 CFR Part 2205 (hereinafter, the Uniform Guidance). Award recipients must read, understand, and implement these federal regulations. 2 CFR Part 200, and the August 2020 amendments thereto are incorporated into these terms and conditions by reference.

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 AmeriCorps' 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) AmeriCorps Program Specific Terms and Conditions, (e) AmeriCorps 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 AmeriCorps. The recipient is accountable to AmeriCorps for its operation of the program and the use of AmeriCorps award funds. The recipient must expend award funds in a manner consistent with the cost principles in 2 CFR and in a 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 AmeriCorps 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 AmeriCorps.
- 2. **Subawards.** If authorized by law and permitted by AmeriCorps, 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 § 200.332 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 §200.208, § 200.332, § 200.339, and 2 CFR Part 200 Subpart F.

3. **Notice to AmeriCorps.** The recipient will notify the appropriate AmeriCorps Portfolio Manager 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 AmeriCorps Portfolio Manager about the corrective action taken or contemplated by the recipient and any assistance needed to resolve the situation. Recipients must also ensure that they comply with the mandatory reporting requirements for suspected criminal activity or fraud, waste or abuse as specified in section III. I.

#### **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 share of grant program expenditures (including indirect costs, if applicable) through AmeriCorps' eGrants system. Recipient's financial management systems must be able to routinely produce reports which support and reconcile to the amounts drawn from the Payment Management System (PMS) and/or reported to eGrants. As part of closing out individual awards, recipients must ensure drawdowns reconcile to the FFR in eGrants as applicable within 120 days of the end of the project period. 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, AmeriCorps may randomly select recipients to provide reports supporting their Federal cash disbursements (including supporting information for cash disbursements made by subrecipients). AmeriCorps 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 §§ 200.334-200.338 and §200.332(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 AmeriCorps' advance approval.

#### D. BANKRUPTCY

The recipient must notify AmeriCorps 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 AmeriCorps 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 AmeriCorps' 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. On February 24, 2021, AmeriCorps published a new NSCHC regulation that went into effect May 1, 2021. See <u>45 CFR §§ 2540.200-2540.207</u> and the <u>NSCHC webpage</u> for complete information and FAQs. The regulation requires recipients to conduct and document NSCHCs on specific individuals.

Refer to <u>45 CFR §§ 2540.200-2540.201</u> for the list of entities and individuals required to comply with NSCHC. The NSCHC must be conducted, reviewed, and an eligibility determination made by the grant recipient based on the

results of the NSCHC no later than the day before a person begins to work or serve on an NSCHC-required grant. An individual is ineligible to work or serve in a position specified in 45 CFR § 2540.201(a) 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 AmeriCorps has provided a recipient with a written waiver, recipients must perform the following checks for each individual in a position specified in 45 CFR § 2540.201(a):

- 1. A nationwide name-based search of the <u>National Sex Offender Public</u> <u>Website</u> (NSOPW); and
- 2. A name- or fingerprint-based check of the state criminal history record repository or agency-designated alternative for the person's state of residence and state where the person will serve/work; and
- 3. A fingerprint-based FBI criminal history check through the state criminal history record repository or agency-approved vendor.

One way for grant recipients or subrecipients to obtain and document the required components of the NSCHC is through the use of agency-approved vendors.

Recipients and subrecipients must retain adequate documentation that they completed all required components of the NSCHC specified in <u>45 CFR §§</u> <u>2540.200-2540.207</u>. 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. For details about cost disallowance and other enforcement actions, see the NSCHC Manual, found on the <u>NSCHC webpage</u>.

# G. THE OFFICE OF INSPECTOR GENERAL

AmeriCorps' Office of Inspector General (OIG) conducts and supervises independent audits, evaluations, and investigations of AmeriCorps' 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 AmeriCorps' programs and operations.

The OIG conducts and supervises audits of AmeriCorps recipients, as well as legally required audits and reviews. The legally required audits include

evaluating AmeriCorps' compliance with the Payment Integrity Information Act of 2019, which may result in grantees being requested to produce responsive documentation. The OIG uses a risk-based approach, along with input received from AmeriCorps 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 AmeriCorps 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. RECOGNITION OF AMERICORPS SUPPORT

1. **General Statement.** Recipients and subrecipients of federal agency AmeriCorps assistance or resources shall identify their programs, projects or initiatives as AmeriCorps or AmeriCorps Seniors programs or projects accordingly. All agreements with subrecipients, operating sites, or service locations, related to AmeriCorps programs and initiatives must explicitly state that the program is an AmeriCorps or AmeriCorps Seniors program.

Similarly, recipients and subrecipients shall identify all national service members or volunteers serving at their programs, projects, or initiatives as either AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers or where appropriate for Volunteer Generation Fund, simply "volunteers."

2. Visual Representations and Prominent Display. Recipients shall identify their programs, projects, or initiatives, and their members or volunteers, through the use of visual representations, including: logos; insignias; written acknowledgements, publications and other written materials; websites and social media platforms; and service gear such as clothing. All visual representations must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide recipients technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines, to which recipients and subrecipients should refer and follow. The brand guidelines are available at <u>Communication resources | AmeriCorps</u>.

All recipient and subrecipient websites and social media communications shall clearly state, as appropriate, that they are an AmeriCorps recipient or funded by a grant from AmeriCorps and shall prominently display the AmeriCorps or AmeriCorps Seniors logo. Logo graphics should be embedded with a link back to the <u>AmeriCorps.gov</u> home page (referral link) or to an AmeriCorps program- specific web page at <u>AmeriCorps.gov</u>. Recipients and subrecipients shall prominently display the AmeriCorps, AmeriCorps Seniors, or appropriate AmeriCorps Day of Service name and logo on all service gear and public materials, in accordance with AmeriCorps' requirements. Public materials are defined in the branding toolkit.

3. Acknowledgement and Disclaimer on Published Materials. The appropriate AmeriCorps or AmeriCorps Seniors logo shall be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

This material is based upon work supported by AmeriCorps under Grant No(s) []. 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, AmeriCorps."

4. **Brand Identification through Publicity.** Recipients shall provide information or training to their AmeriCorps members, AmeriCorps Seniors volunteers, Day of Service volunteers, or Volunteer Generation Fund volunteers about how their programs, projects or initiatives are part of AmeriCorps. Recipients are strongly encouraged to place signs that include the AmeriCorps or AmeriCorps Seniors name and logo, or the appropriate AmeriCorps version of the Day of Service logo at all their service sites and may use the slogan "AmeriCorps Serving Here" or "AmeriCorps Seniors Serving Here," as appropriate.

When AmeriCorps members and programs or AmeriCorps Seniors volunteers and programs are publicized - including but not limited to public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels - individuals must be identified as AmeriCorps members or AmeriCorps Seniors volunteers, while programs should be identified as AmeriCorps or AmeriCorps Seniors programs or projects and, where possible, appropriate logos must be displayed.

- 5. Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission. Recipients may not alter the AmeriCorps or AmeriCorps Seniors logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo on materials that will be sold. Recipients must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in promotional materials.
- 6. **Prohibited Use or Display of Names and Logos for Certain Activities.** The recipient or subrecipient may not use or display the AmeriCorps name or logo, or the AmeriCorps Seniors name or logo in connection with any activity prohibited by statute or regulation, including any political activities.

#### I. REPORTING OF FRAUD, WASTE, AND ABUSE

Recipients must contact the OIG and their Portfolio Manager 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 AmeriCorps 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 AmeriCorps 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 AmeriCorps 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 via a <u>web-based hotline portal</u> 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 suspected misconduct, except as directed by the OIG or to prevent the destruction of evidence or information.

#### J. 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. 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 AmeriCorps or the successful performance of a contract or award of AmeriCorps) 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 <u>Whistleblower Rights and Protections |</u> <u>AmeriCorps (americorpsoig.gov)</u>.

#### K. 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.

# L. AWARD MONITORING

- 1. **Monitoring Activities.** AmeriCorps may conduct on-site or remote monitoring activities to review and evaluate recipient records, accomplishments, organizational procedures, and financial control systems; to make verifications of recipient compliance with the terms of the award; to conduct interviews; to identify any practice or procedure that may require further scrutiny; and to provide technical assistance.
- 2. **Responding to information requests.** Pursuant to 2 CFR 200.337, AmeriCorps may request documentation from recipients in order to monitor the award or to comply with other legal requirements, such as the Payment Integrity Information Act of 2019. *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.*

#### M. 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 AmeriCorps, and briefly explain procedures for filing discrimination complaints with AmeriCorps.

Recipients and subrecipients must also prominently post and make program participants aware of AmeriCorps' Program Civil Rights and Non-Harassment Policy which is reissued annually and available at AmeriCorps.gov.

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, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, genetic information and military service.** 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.

- 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 AmeriCorps timely, complete, and accurate compliance information to allow AmeriCorps 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 §§ 200.334200.338 and § 200.331(a)(5).

4. **Obligation to Cooperate.** The recipient must cooperate with AmeriCorps so that AmeriCorps can ensure compliance with the civil rights statutes and implementing regulations. The recipient shall permit access by AmeriCorps 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. The recipient and subrecipients must cooperate when contacted regarding investigations into allegations of discrimination including, but not limited, to providing requested documentation and making relevant officials available to provide information and/or statements.

#### **N. 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 AmeriCorps 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.

# **O. 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 AmeriCorps 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 AmeriCorps, the operating name of the Corporation for National and Community Service, under Grant No(s). []. 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, AmeriCorps or [the relevant AmeriCorps program]."

#### P. SUSPENSION OR TERMINATION OF AWARD

AmeriCorps may suspend or terminate this award in accordance with 2 CFR §§ 200. 200.339 and 200.340 (85 FR 49506, 49559-60) such as applicable AmeriCorps regulations and statutes. In addition, a recipient may suspend or terminate assistance to one of its subrecipients in accordance with 2 CFR §§ 200.339 and 200.340, provided that such action complies with 2 CFR § 200.341. 2 CFR § 200.340(a)(2) prohibits arbitrary termination of grant awards by AmeriCorps. As before the clarifications to 2 CFR Part 200, AmeriCorps may initiate termination for cause, or when (based on new evidence) there is a significant question about the feasibility or effectiveness of the intended objective of the award.

# **Q. 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:
    - (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - (2) Procure a commercial sex act during the period of time that the award is in effect; or
    - (3) 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
    - (1) Violates a prohibition in paragraph (a.) of this award term; or
    - (2) Has an employee who violates 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 (Non-procurement)," 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 not 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 -
    - (1) Associated with performance under this award; or
    - (2) 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 (Non-procurement)," 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:
    - Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - (2) 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:
  - (1) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
  - (2) 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":
  - (1) 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.
  - (2) Includes:
    - (i) 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).
    - (ii) 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).

#### R. SYSTEM FOR AWARD MANAGEMENT (SAM) and UNIVERSAL IDENTIFIER REQUIREMENTS (Required provision under 2 CFR § 25.220)

 Requirement for System for Award Management (SAM) Registration: Unless you are exempted from this requirement under 2 CFR § 25.110, you as the recipient must maintain the currency of your SAM registration information 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. Additionally, recipients' legal applicant name and physical address in eGrants must align exactly to the information in their SAM registration.

- 2. Requirement for Unique Entity Identifier: If you are authorized to make subawards under this award, you:
  - a. Must have a Unique Entity Identifier
  - b. 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.
  - c. 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 for Award Management (SAM) means the Federal repository for standard information about applicants and recipients. Additional information about registration procedures may be found at the SAM Internet site (currently at https://www.sam.gov/content/Home).
  - b. Unique Entity Identifier (UEI) is the universal identifier for Federal financial assistance applicants, as well as recipients and their direct subrecipients. It is generated by SAM.
  - c. Subaward:
    - (1) 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.
    - (2) 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.
    - (3) A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

- d. Subrecipient means an entity that:
  - (1) Receives a subaward from you under this award; and
  - (2) Is accountable to you for the use of the Federal funds provided by the subaward.

# S. TRANSPARENCY ACT REQUIREMENTS (for Grants and Cooperative Agreements of \$30,000 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 \$30,000 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.
    - (1) You must report each obligating action described in paragraph 1.a. of this award term to <u>http://www.fsrs.gov</u>.
    - (2) 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 7th in a given year, the obligation must be reported by no later than the end of December.)
  - c. What to report.
    - (1) You must report the information about each obligating action that the submission instructions posted at <u>http://www.fsrs.gov</u> 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–

- (1) The total Federal funding authorized to date under this award is \$30,000 or more;
- (2) In the preceding fiscal year, you received-
  - (i) 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
  - (ii) \$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
- (3) 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 <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)
- b. Where and when to report. You must report executive total compensation described in paragraph (2.)(a.) of this award term:
  - (1) As part of your registration profile <u>https://www.sam.gov/content/Home</u> 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-

- (1) In the subrecipient's preceding fiscal year, the subrecipient received-
  - (i) 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
  - (ii) \$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
- (2) 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 <a href="http://www.sec.gov/answers/execomp.htm">http://www.sec.gov/answers/execomp.htm</a>.)
- b. Where and when to report. You must report subrecipient executive total compensation described in paragraph 3.a. of this award term:
  - (1) To the recipient.
  - (2) 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:
    - (1) A Governmental organization, which is a State, local government, or Indian tribe;
    - (2) A foreign public entity;
    - (3) A domestic or foreign nonprofit organization;
    - (4) A domestic or foreign for-profit organization;
    - (5) A Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity.
  - b. Executive means officers, managing partners, or any other employees in management positions.
  - c. Subaward:
    - (1) 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.
    - (2) 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 § 200.331).
    - (3) 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:
    - (1) Receives a subaward from you (the recipient) under this award; and
    - (2) 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)):
  - (1) Salary and bonus.
  - (2) 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.
  - (3) 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.
  - (4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.
  - (5) Above-market earnings on deferred compensation which is not tax-qualified.
  - (6) 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.

#### T. CONFLICT OF INTEREST

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

 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.

#### U. 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.

- a. Submit the information required about each proceeding that:
- b. Is in connection with the award or performance of a grant, cooperative agreement, or procurement contract from the Federal Government; 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.

#### V. 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 AmeriCorps 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 AmeriCorps. Grantees experiencing a breach should immediately notify AmeriCorps' Office of Information Technology, and the AmeriCorps Portfolio Manager.

#### IV. <u>Program Civil Rights and Non-Harassment Policy.</u>

#### 2024 Terms and Conditions for AmeriCorps State and National Grants

These AmeriCorps (AmeriCorps is the operating name for the Corporation for National and Community Service) Grant Program Specific Terms and Conditions and the 2024 AmeriCorps General Terms and Conditions, are binding on the recipient.

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#### I. CHANGES FROM THE 2023 AMERICORPS GRANT TERMS AND CONDITIONS

- Replaced eGrants with AmeriCorps' Grants Management System throughout.
- Section III.B.: Updated the link to the 2024 General Terms and Conditions
- Section V.E. Teleservice. Updated the teleservice language.
- Section V.H.: Updated timekeeping requirements when AmeriCorps members engage in other Federal grant activities.

- Section VIII: Added encouragement to provide additional benefits to members
- Section XI.A.: Changed the Project Progress Report Due Date
- Section XVII: Added Fraud Awareness Training
- Section XVIII: Added AmeriCorps State and National's Policies and Procedures Training

## II. DEFINITIONS

- **A. Recipient** for the purposes of these terms and conditions, the direct recipient of this award. The recipient is legally accountable to AmeriCorps for the use of award funds, and/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 AmeriCorps General Terms and Conditions, these specific terms and conditions, regulations applicable to the program, and the National and Community Service Act of 1990, as amended by the Serve America Act (NCSA).
- **B. Planning Grant** for the purposes of these terms and conditions, 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.
- **C. Subrecipient** refers to an organization receiving AmeriCorps award funds and/or member positions from a recipient of AmeriCorps funds. See 2 CFR § 200.93.
- **D. Operating site** is defined as 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 where 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** is 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** is 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 fulltime

summer program as defined in the NCSA (42 U.S.C. § 12572 (a)(3)(B)(x)), in which case he or she must be between the ages of 16 and 25, inclusive, and

- 4. Who has received a high school diploma or its equivalent, agrees to obtain a high school diploma or its equivalent (unless this requirement is waived based on an individual education assessment conducted by the program) and the individual did not drop out of an elementary or secondary school to enroll in the program, or is enrolled in an institution of higher education on an ability to benefit basis and is considered eligible for funds under 20 U.S.C. § 1091.
- **H.** NCSA is the National and Community Service Act of 1990, as amended. See 42 U.S.C. § 12501-12657.

## III. AFFILIATION WITH THE AMERICORPS NATIONAL SERVICE NETWORK

- **A.** Identification as an AmeriCorps Program or Member. Recipients and subrecipients shall identify their programs or projects as AmeriCorps programs. All agreements with subrecipients, operating sites, or service locations, related to the AmeriCorps program must explicitly state that the program is an AmeriCorps program. Similarly, recipients and subrecipients shall identify all national service members serving in their programs AmeriCorps members.
- **B.** The <u>AmeriCorps General Grant and Cooperative Agreement Terms and Conditions</u> contain all requirements for recognition of AmeriCorps Support.

## IV. MEMBER RECRUITMENT, SELECTION, AND EXIT

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

- **A.** Member Listings/Position Descriptions in the My AmeriCorps Portal. Programs must list all of their member listings/position descriptions by creating Service Opportunity Listings in the My AmeriCorps Portal.
- **B.** Application and Other Fees. Charging an application or other fee to a prospective member to apply to serve as an AmeriCorps member is not allowed. Programs may charge application fees to prospective members who are applying to their educational institution or participating in their academic program if such fees are required of all applicants, but not for applying to serve as an AmeriCorps member. For National Service Criminal History Checks, AmeriCorps has allowed grant recipients to have applicants front the cost as long as applicants are reimbursed for the expense. This is for both applicants that are selected and those that are not.
- **C. Enrollment of selected members.** The My AmeriCorps Portal is the mechanism through which programs enter and update member records, including enrolling a member and recording an individual's start date. Programs must enter applicants into the Portal prior to their first day of service and in sufficient time for AmeriCorps to automatically or manually

verify an individual's Social Security Number and citizenship eligibility. Program staff must also certify that the applicant's required National Service Criminal History Check components are completed and adjudicated no later than the day before their first day of service. Applicants will not be permitted to enroll in the National Service Trust until full completion of all certifications including the NSCHC.

AmeriCorps expects member enrollments to be completed in the My AmeriCorps Portal no later than eight (8) days after the start date of the member. An individual is presumed to be an AmeriCorps member as of the start date reflected in the My AmeriCorps Portal. Programs are responsible for ensuring the data values they enter via the My AmeriCorps Portal are accurate and submitted within the required timeframes. AmeriCorps will rely on the information entered by programs via the My AmeriCorps Portal. The member's start of service date indicated on the Member Service Agreement/Contract should agree with the value entered into the My AmeriCorps Portal.

**D.** Notice to AmeriCorps' National Service Trust. The recipient must notify AmeriCorps' National Service Trust, via the My AmeriCorps Portal, within 30 days of a member's completion of, suspension from, or release from a term of service. Suspension of service is defined as an extended period during which the member is not serving, nor accumulating service hours or receiving AmeriCorps benefits. AmeriCorps members must complete their own enrollment and exit forms online in the My AmeriCorps Member Portal except in rare cases when the recipient program has received written approval to waive this requirement from the Director of AmeriCorps State and National or their designee.

The recipient also must notify the Trust, via the My AmeriCorps Portal, when a change in a member's term of service is approved and changed (i.e. from full-time to less than fulltime 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 AmeriCorps of changes within the required time frames. Any questions regarding the Trust should be directed to the Hotline 1-(800) 942-2677.

- **E. Parental Consent.** Parental or legal guardian consent must be obtained for members under 18 years of age before members begin a term of service. Recipients may also include an informed consent form of their own design as part of the member service agreement materials.
- F. Reasonable Accommodation. Programs and activities must be accessible to persons with disabilities, and the recipient must provide reasonable accommodation for the known mental or physical disabilities of otherwise qualified members, service recipients, applicants, and staff. All selections and project assignments must be made without regard to the need to provide reasonable accommodation. As such, inquiries about the need for reasonable accommodation should take place after a member has been offered an AmeriCorps position. There may be additional funding available from AmeriCorps to offset the recipients' costs on a first come, first serve basis. Please email Accommodations@americorps.gov for more information.

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

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

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

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

## V. SUPERVISION AND SUPPORT

**A. Planning for the Term of Service.** The recipient must develop member positions that provide for meaningful service activities and performance criteria that are appropriate to the skill level of members. The recipient is responsible for ensuring that the positions do not include or put the AmeriCorps member in a situation in which the member is at risk for engaging in any prohibited activity (see 45 CFR § 2520.65), activity that would violate the nonduplication and nondisplacement requirements (see 45 CFR § 2540.100) or exceeding the limitations on allowable fundraising activity (see 45 CFR § 2520.40.45). The recipient

must accurately and completely describe the activities to be performed by each member in a position description. Position descriptions must be provided to AmeriCorps 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 to be provided upon successful completion of the terms of service in which the individual is enrolling;
  - 4. Standards of conduct, as developed by the recipient or subrecipient;
  - 5. The list of prohibited activities, including those specified in the regulations at 45 <u>CFR § 2520.65</u> (see paragraph C, below);
  - 6. The text of <u>45 CFR § 2540.100(</u>e)-(f), which relates to Nonduplication and Nondisplacement;
  - 7. The text of as <u>45 CFR § 2520.40</u> and <u>45 CFR § 2520.45</u>, which relates to fundraising by members;
  - 8. Requirements under the Drug-Free Workplace Act (41 U.S.C. § 701 et seq.);
  - 9. Civil rights requirements, complaint procedures, and rights of beneficiaries;
  - 10. Suspension and termination rules;
  - 11. The specific circumstances under which a member may be released for cause;
  - 12. Grievance procedures; and
  - 13. Other requirements established by the recipient.

The recipient should ensure that the service agreement is signed on or before commencement of service however, the effective date will not precede the member's enrollment in the AmeriCorps Portal.

- **C. Prohibited Activities.** While charging time to the AmeriCorps program, accumulating service or training hours, or otherwise performing activities supported by the AmeriCorps program or AmeriCorps, staff and members may not engage in the following activities (see <u>45 CFR § 2520.65</u>):
  - 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 AmeriCorps assistance is not used to support those religious activities;
- 9. Conducting a voter registration drive or using AmeriCorps funds to conduct a voter registration drive;
- 10. Providing abortion services or referrals for receipt of such services; and
- 11. Such other activities as AmeriCorps may prohibit.

In addition to the above listed activities, the activities listed below are expressly prohibited:

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

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

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

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

- **D. Supervision.** The recipient must provide members with adequate supervision by qualified supervisors consistent with the approved program design. The recipient must conduct an orientation for all members: orientation must provide training on prohibited activities during AmeriCorps service hours, and compliance with any pre-service orientation or training required by AmeriCorps. The recipient must ensure that no more than 20 percent of the aggregate of all AmeriCorps member service hours are spent in education and training activities as set forth in <u>45 CFR § 2520.50</u>.
- **E. Teleservice.** AmeriCorps State and National recognizes the COVID-19 pandemic changed the landscape of work and service in our communities across the country in a permanent manner. ASN also recognizes that adapting to the changing nature of work/service is necessary as the program moves forward, while it maintains and upholds its program's place-based element of service and limits risk.

The following guidance is provided for those situations in which a grantee determines that teleservice is appropriate or when a number of a member's service hours can properly be accrued through teleservice. Teleservice is appropriate only when the activity can be meaningfully supervised, and the hours verified independently. If a grantee or subgrantee determines that its AmeriCorps members will be allowed to teleserve, the grantee must establish a policy that addresses the following:

- Written authorization of teleservice in advance
- Expectations of the communication requirements between supervisors and teleserving members
- Mitigation of the increased risk of time and attendance abuse
- Appropriate supervision including validation of the activities to be performed, and
- Verification of hours claimed

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

Grantee or subgrantees should be aware that their staff may be subject to legal sanctions for erroneously certifying that AmeriCorps members have sufficient valid service hours to complete their terms of service. In addition there are legal penalties for knowingly submitting false claims to the government.

Remote service is NOT permitted under the AmeriCorps State and National program. Remote service is defined as an arrangement in which an AmeriCorps State and National member is not located within the commuting area of the geographic community where the service is to occur and is not expected to be physically present at the service site and/or community events. Virtual service sites are NOT permitted under the AmeriCorps State and National Program. Virtual service sites refer to organizations that do not have a physical location.

No additional approvals are required by the Office of Regional Operations for such

arrangements. However, if ASN grantees decide to allow teleservice, they must establish a teleservice policy, be able produce it upon request, and demonstrate fidelity with the policy.

Please refer to 2023.01: AmeriCorps State and National Guidance - Teleservice and 2023.04: AmeriCorps State and National Guidance - Teleservice Exceptions.

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

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

- **G. Performance Reviews.** The recipient must conduct and keep a record of at least a midterm and an end-of-term written evaluation of each member's performance for fulltime members and an end-of-term written evaluation for all less-than-full-time members. The end-of-term evaluation should address, at a minimum, the following factors:
  - 1. Whether the member has completed the required number of hours;
  - 2. Whether the member has satisfactorily completed assignments; and;
  - 3. Whether the member has met other performance criteria that were clearly communicated at the beginning of the term of service.
- **H. Timekeeping.** The recipient is required to ensure that time and attendance recordkeeping is conducted by the AmeriCorps member's supervisor. This time and attendance record is used to document member eligibility for in-service and post service benefits. The recipient must have a timekeeping system that is compliant with 2 CFR § 200.430; however, because AmeriCorps members are National Service Participants and not employees per 45 CFR 2510.20, there is not an expectation that the recipient track time beyond a member's AmeriCorps service. If a recipient engages an AmeriCorps member in other Federal grant activities as an employee, the member and supervisor

must certify, under penalty of perjury, that the member is not double counting their time, duplicating, displacing, or supplanting the other Federal grant activities, as outlined in 45 CFR 2540. 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 AmeriCorps via a special condition on an amendment. 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, and certify that members have completed the timekeeping practices of its profession and certify that members have completed the minimum required hours, excluding sick and vacation days, it must get advance written approval from the State Commission.

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

## VI. CHANGES IN MEMBER POSITIONS

- A. Changes that Require AmeriCorps 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 AmeriCorps' Office of Grant Administration as well as written approval and concurrence from the State Commission or Direct (including National Direct, State Direct, Tribal, Territory Direct, or Education Award Only (EAP)) recipient:
  - 1. A change in the number of member service year (MSY) positions in the award and
  - 2. A change in the funding level of the award.
- **B. Changing Types of Unfilled member positions.** Recipients or subrecipients may change the type of member positions awarded to their program if:
  - The change does not increase the total MSYs authorized in the Notice of Grant Award (e.g. one half-time position cannot be changed to one full-time position); and
  - 2. The change does not result in an increase in the aggregate value of the education award.

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

**C. Changing a Term of Service for an enrolled Member.** Changes in terms of service for enrolled members may not result in an increased number of MSYs for the program.

- 1. Full-time. State Commissions and National Direct Organizations may authorize or approve occasional changes of currently enrolled full-time members to less than fulltime members. Impact on program quality should be factored into approval of such requests. AmeriCorps -provided or funded healthcare or childcare costs are not available for less than full-time members unless they are serving in a full-time capacity (see section VIII.D. and E.). Recipients and subrecipients may not transfer currently enrolled full-time members to a less than full-time status simply to provide the member a less than full-time education award.
- 2. Less than Full-time. AmeriCorps discourages changing less than full-time 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.
- **D. Refilling Member Position.** With the exception of recipients whose awards have special conditions under 2 CFR § 200.208 or 200.339, 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, AmeriCorps will suspend refilling if either:

- 1. Total AmeriCorps enrollment reaches 97 percent of awarded member positions; or
- 2. The number of refills reaches five percent of awarded member positions.

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

E. Formula and State Competitive Award Member Position Transfers. State commissions are allowed to transfer member positions (i.e., slots) 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.

Moving member positions from one formula prime grant to another formula prime grant requires prior approval, via amendments to both prime grants.

**F.** Notice to Childcare and Healthcare Providers. Recipients and subrecipients must immediately notify AmeriCorps' designated agents, in writing, when a member's status

changes in a manner that affects their eligibility for childcare or healthcare. See Section VIII.D.

## VII. RELEASE FROM PARTICIPATION

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

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

**Compelling Personal Circumstance for Pregnancy/Childbirth:** Pregnancy and/or childbirth could be determined by the grantee to be compelling personal circumstances if the member requests it. The program cannot require a member to justify wanting to leave a term of service for pregnancy. Likewise, a program cannot require that a member leave their term of service due to a pregnancy - that would be an instance of discrimination on the basis of gender in violation of AmeriCorps' anti-discrimination policy. A full-time member might qualify under the Family Medical Leave Act if the member is covered, or the program could suspend the member so that the member can return some time in the future (within 2 years) to complete their term of service.

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

AmeriCorps encourages grantees and sponsors to provide additional benefits to members (beyond living allowance) to the greatest extent possible, consistent with the national and community service laws and the agency's rules, notwithstanding any previously issued agency guidance to the contrary.

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

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

**B. Waiving the Living Allowance.** If a living allowance is paid, a member may waive all or part of the payment of a living allowance if, for example, they believe their public assistance may be lost or decreased because of the living allowance. Even if a member waives their 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 going forward from the date the individual revoked the waiver. A member may not receive any portion of the living allowance for the period of time the living allowance was waived.

## C. Taxes and Insurance.

- 1. Liability Insurance Coverage. The recipient is responsible for ensuring adequate general liability coverage for the organization, employees, and members, including coverage of members engaged in on- and off-site project activities.
- 2. FICA (Social Security and Medicare taxes). Unless the recipient obtains a ruling from the Social Security Administration or the Internal Revenue Service that specifically exempts its AmeriCorps members from FICA requirements, the recipient must pay FICA for any member receiving a living allowance. The recipient also must withhold 7.65% from the member's living allowance.
- 3. Income Taxes. The recipient must withhold Federal personal income taxes from member living allowances, requiring each member to complete a W-4 form at the beginning of the term of service and providing a W-2 form at the close of the tax year. The recipient must comply with any applicable state or local tax requirements.
- 4. Worker's Compensation. Some states require worker's compensation for AmeriCorps members. Recipients must check with State Departments of Labor or state commissions to determine worker's compensation requirements. If worker's compensation is not required, recipients must obtain Occupational, Accidental,

and Death and Dismemberment coverage for members to cover in- service injury or incidents.

- 5. Unemployment Insurance. The U.S. Department of Labor ruled on April 20, 1995 that federal unemployment compensation law does not require coverage for members because no employer-employee relationship exists. The grantee may not charge the cost of unemployment insurance taxes to the grant unless mandated by state law. Programs are responsible for determining the requirements of state law by consulting their State Commission, legal counsel, or the applicable state agency.
- **D. Healthcare Coverage.** Except for EAPs, Professional Corps, or members covered under a collective bargaining agreement, the recipient must provide, or make available, healthcare insurance to those members serving a 1700-hour full-time term who are not otherwise covered by a healthcare policy at the time the member begins their term of service. The recipient must also provide, or make available, healthcare insurance to members serving a 1700-hour full-time term of service as a result of service or through no deliberate act of their own. AmeriCorps will not cover healthcare costs for dependent coverage.

Less-than-full-time members who are serving in a full-time capacity for a sustained period of time (e.g. a full-time summer project) are eligible for healthcare benefits. Programs may provide health insurance to less-than- full-time members serving in a full-time capacity, but they are not required to do so. For purposes of this provision, a member is serving in a fulltime 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. Members can also visit <u>healthcare.gov</u> and <u>https://www.cms.gov/CCIIO/Resources/Regulations-and-Guidance/Downloads/SEP-and-hardship-FAQ-5-1-2014.pdf</u> for additional information about special enrollment periods.

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

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

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

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

- **F.** Administration of Childcare Payments. In general, AmeriCorps will provide for childcare payments, which will be administered through an outside contractor. Requirements and eligibility criteria are in the AmeriCorps regulations, <u>45 CFR §</u> <u>2522.250</u>. AmeriCorps will not cover childcare costs for members who serve on a less than full-time basis for a sustained period of time, or who have ceased serving. Programs may provide childcare to less-than-full-time members serving in a full-time capacity, but they are not required to do so. Recipients that choose to provide childcare and will claim the costs of childcare as matching costs, as approved in their budget, may contact the childcare contractor for technical assistance. The criteria for member eligibility are contained in <u>45 CFR § 2522.250</u>. Also, see the AmeriCorps Childcare Benefits Program website (<u>https://americorpschildcare.com/</u>) for more detailed information on childcare benefits.
- **G.** Notice to Childcare Benefit Administrator and Providers. The program must notify AmeriCorps' 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 they are no longer serving on a full-time basis, terminating or releasing a member from service, suspending a member for cause for a lengthy or indefinite time period, temporarily suspending a member for cause and/or other disciplinary actions, and/or any other change in the member's service status that could have an impact on childcare benefit eligibility. Program directors should contact the childcare provider on childcare related changes.

H. Time off for Members Serving in the Armed Forces Reserves. Generally, the Reserve Components of the U.S. Army, U.S. Navy, U.S. Air Force, U.S. Marine Corps, U.S. Coast Guard, the Army National Guard, and the Air National Guard require reservists to serve one weekend a month (inactive duty/Drill) plus 12 to 15 days a year (hereafter referred to as the two-week active duty service). To the extent possible, grantees should seek to minimize the disruption in members' AmeriCorps service as a result of discharging responsibilities related to their reservist duties. If members have a choice of when to fulfill their annual two-week active duty requirement, they should do so when it will not disrupt their AmeriCorps service. In instances where the dates of active duty are inflexible and conflict with AmeriCorps service, members should be granted a leave of absence for the two-week period of active duty service in the Reserves. Grantees should continue to pay the living allowance and provide health care and childcare coverage for the two-week period of active duty.

Grantees should credit members for AmeriCorps service hours during their two weeks of active duty service in the Reserves if it occurs during their AmeriCorps service. The member would receive credit for the number of hours they would have served during that period had there been no interruption. For example, if a full-time member is signed up to serve 30 hours of AmeriCorps service one week and 40 hours of AmeriCorps service on the following week, they would receive 70 hours of AmeriCorps service credit for the two weeks of active duty service regardless of the actual number of hours served in the Reserves. For a Reservist/Guard member serving more than two weeks active duty in a year, a grantee may elect to provide an extension to the leave of absence period on a case-by-case basis, after consultation with AmeriCorps. No AmeriCorps service credit is earned for the once-a-month weekend (inactive duty/Drill) service in the Reserves.

Reservists in the U.S. Armed Forces receive compensation for their mandatory two weeks of active duty service. The compensation regulations governing the Army and Air National Guard may vary by state.

## 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 safekeeping and security of the records, including:

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

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

- 1. Storage of the records in a physically accessible location;
- 2. Clear and accurate labeling of all records; and
- 3. Storage of the records in a usable, readable format.
- **B.** Verification of Eligibility. Unless an individual's social security number and citizenship are verified through the My AmeriCorps Portal, the recipient must obtain and maintain documentation as required by <u>45 CFR § 2522.200(c)</u>. Programs that receive notice that one of their members was not verified either the member's social security number or their citizenship was not verified must provide the requested documentation to AmeriCorps or they will not be able to enroll the applicant in the program. Enrolling in the My AmeriCorps Portal requires members to certify their high school status. Such certification fulfills the recipient's verification requirement to obtain and maintain documentation from the member relating to the member's high school education. If the member is incapable of obtaining a high school diploma or its equivalent, as determined by an independent evaluation, the recipient must retain a copy of the supporting evaluation.
- **C. Confidential Member Information.** The recipient must maintain the confidentiality of information regarding individual members. The recipient must obtain the prior written consent of all members before using their names, photographs, and other identifying information for publicity, promotional or other purposes. Recipients may release aggregate and other non-identifying information and are required to release member information to AmeriCorps 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 <u>45 CFR § 2540.200-207</u>. See also <u>https://americorps.gov/grantees-sponsors/history-check</u> for more information on how to correctly conduct and document the NSCHC. You must maintain documentation of the NSCHC, including the results or summary of the component checks. Failure to adhere to the NSCHC requirements may result in sanctions, including disallowance of all or part of the costs associated with the non-compliance or other remedies that may be legally available (see 2 CFR § 200.339). Recipients or subrecipients of AmeriCorps planning grants, defined at 45 CFR § 2521.20,

are not included as entities required to comply with NSCHC listed under 45 CFR § 2540.200.

## X. BUDGET AND PROGRAMMATIC CHANGES

- **A. Programmatic Changes.** The recipient must first obtain the prior written approval of the AmeriCorps Portfolio Manager before making any of the following changes (1-3):
  - 1. Changes in the scope, objectives, or goals of the program, whether or not they involve budgetary changes;
  - 2. Substantial changes in the level of member supervision;
  - 3. Entering into additional sub awards or contracts for AmeriCorps activities funded by the award, but not identified or included in the approved application and award budget.

Upon notification to the AmeriCorps Portfolio Manager, recipients may make programmatic changes due to, or in response to, an officially-declared state or national disaster without written approval from AmeriCorps. 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 Portfolio Manager. While written approval from AmeriCorps is not required before making disaster-related programmatic changes, AmeriCorps 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 AmeriCorps' Office of Grant Administration before deviating from the approved budget in any of the following ways:
  - 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 AmeriCorps share of the award is \$100,000 or less, changes to cumulative and/or aggregate budget line items that amount to 10 percent or more of the total budget must be approved in writing in advance by AmeriCorps. The total budget includes both the AmeriCorps 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.** AmeriCorps' Portfolio Managers are the only officials who have the authority to alter or change the terms and conditions or requirements of the award. Portfolio Managers will execute written amendments, and recipients should not assume approvals have been granted unless documentation from the Office of Grant Administration (OGA) has been received via a Notice of Grant Award. Programmatic changes also require final approval of AmeriCorps' OGA after written recommendation for approval is received from the Portfolio Manager.
- **E. Exceptions for Fixed Amount Awards.** Recipients with Fixed Amount awards are not subject to the requirements in Section C., Budgetary Changes, above.

## XI. REPORTING REQUIREMENTS

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

**A. Project Progress Reports.** The recipient shall complete and submit annual project progress reports (PPRs) in AmeriCorps' Grants Management System to report on progress toward achievement of its approved performance targets.

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

Due Date	Reporting Period Covered
November 29	Start of award year through September 30

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

**B. Financial Reports.** The recipient shall complete and submit financial reports in AmeriCorps' Grants Management System to report the status of all funds. The recipient must submit timely cumulative financial reports in accordance with AmeriCorps guidelines according to the following schedule:

Due Date	Reporting Period Covered
April 30	Start of award through March 31
October 30	April 1 - September 30

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

**C. Reporting Other Federal Funds.** The recipient shall report the amount and sources of federal funds, other than those provided by AmeriCorps, 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

30 or at the time the final financial report is submitted if the final report is due prior to October 30. 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 AmeriCorps, legitimately beyond the control of the recipient; and 2) AmeriCorps 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 AmeriCorps Portfolio Manager, and extensions of deadlines for progress reports may only be granted by the AmeriCorps Portfolio Manager.

- **E. Final Financial Reports.** Recipients completing the final year of their award must submit, in lieu of the last semi-annual financial report, a final financial report in AmeriCorps' Grants Management System. This final financial report is due no later than 120 days after the end of the project period.
- **F. Final Project Progress Reports.** A recipient must submit, in addition to the last annual project progress report, a final project progress report. This final report is due no later than 120 days after the end of the period of performance.
- **G. Financial Reports for Fixed Amount Awards.** Fixed Amount recipients are not required to submit financial reports to AmeriCorps, including the final financial report.

## XII. AWARD PERIOD AND INCREMENTAL FUNDING

For the purpose of this 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 multiyear project period, AmeriCorps 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. AmeriCorps 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.

The member enrollment period is the time period during which a program may enroll individuals as AmeriCorps members. The enrollment period for subrecipients and operating sites may not exceed one year.

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

## XIV. SAFETY

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

## XV. NATIONAL SERVICE CRIMINAL HISTORY CHECK TRAINING

All recipients and subrecipients **must** complete and retain a certificate of completion of the AmeriCorps' National Service Criminal History Check (NSCHC) eCourse training every year to ensure that recipients and subrecipients conducting criminal history background checks comply with all NSCHC requirements. The AmeriCorps designated eCourse provides a thorough overview of the requirements and can be found at:

<u>https://americorpsonlinecourses.litmos.com?C=325500</u>. 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 grant 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. KEY CONCEPTS OF FINANCIAL GRANTS MANAGEMENT TRAINING

All recipients and subrecipients **must** complete and retain a certificate of completion of the AmeriCorps' Key Concepts of Financial Grants Management eCourse training every year to

ensure that recipients and subrecipients are aware of major financial grants management requirements for all federal recipients and subrecipients. The AmeriCorps designated eCourse provides a thorough overview of the requirements and can be found at: <u>https://americorpsonlinecourses.litmos.com/account/login/?C=7513619</u>.

Each grant recipient and subrecipient must identify at minimum one staff person who has some responsibility for financial grants management compliance to fulfill this requirement on behalf of the grant 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 must save certificates of completion from each year as grant records.

## XVII. FRAUD AWARENESS TRAINING FOR AMERICORPS GRANTEES

All recipients and subrecipients must complete and retain a certificate of completion of the AmeriCorps Fraud Awareness Training for AmeriCorps Grantees eCourse every year to ensure that recipients and subrecipients are aware of fraud risk and controls. The AmeriCorps eCourse can be found at:

https://americorpsonlinecourses.litmos.com/course/7297781?r=False&ts=638423923369763818

Each grant recipient and subrecipient must identify at minimum one staff person to fulfill this requirement on behalf of the grant recipient or subrecipient. The grant recipient or 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 must save certificates of completion from each year as grant records.

# XVIII. DEVELOPING POLICIES AND PROCEDURES TRAINING FOR AMERICORPS STATE AND NATIONAL GRANTEES

All recipients and subrecipients must complete and retain a certificate of completion of the Developing Policies and Procedures: A Resource for AmeriCorps State and National Grantees eCourse every year to ensure that recipients and subrecipients are aware of policy and procedures requirements. The AmeriCorps eCourse can be found at: https://americorpsonlinecourses.litmos.com/course/10732704

Each grant recipient and subrecipient must identify at minimum one staff person to fulfill this requirement on behalf of the grant recipient or subrecipient. The grant recipient or 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 must save certificates of completion from each year as grant records.

### XIX. FIXED AMOUNT AWARDS

Fixed Amount awards are not subject to the cost principles in 2 CFR, Part 200, Subpart E. Fixed Amount awards must comply with the remaining provisions of 2 CFR Part 200, including Subpart F relating to audit requirements. Fixed Amount awards include Education Award program (EAP) Fixed Amount awards, Professional Corps Fixed Amount awards, and Full-cost Fixed Amount awards. For Education Award programs (EAP), the fixed federal assistance amount of the award is based on the approved and awarded number of full-time members specified in the award. For full-cost and Professional Corps Fixed Amount awards, the fixed federal assistance amount of the award is based on the approved and awarded numbers of full-time members and the members' completion of their terms of service.

For EAPs, the final amount of award funds that the recipient may retain is dependent upon the recipient's notifying AmeriCorps' 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 AmeriCorps. At closeout, AmeriCorps will use the Fixed Award Certification submitted by prime grantees that certifies all funds drawn do not exceed the amount earned based on the number of members enrolled.

For full-cost and Professional Corps fixed amount awards, the recipient may draw funds from the HHS Payment Management System based on the number of members who complete a full term of service or if the member leaves before completing service, a pro-rated amount based on hours served. At closeout, AmeriCorps will use the Fixed Award Certification submitted by prime grantees that certifies all funds drawn do not exceed the amount earned based on the number of hours served by the members.

## XX. EVALUATION PLANS

If an AmeriCorps State competitive subgrantee or National and Native Nation/Indian Tribe grantee has received at least three years of competitive funding for a project, they are required to submit an evaluation plan when they recompete for competitive AmeriCorps funding for the same project. The evaluation plans are reviewed and approved by AmeriCorps. Any evaluation plan that is not approved in its first submission must be revised and resubmitted for approval. The evaluation plan must receive final approval by AmeriCorps no later than August 31 of the year following the grant award. More information on AmeriCorps State and National evaluation requirements is available at <u>State and National Direct Grantees | AmeriCorps.</u>

#### Exhibit V - Cost Reimbursement Budget Revision Request

Exhibit V LEAD AGENCY:										
PROGRAM:										
PROGRAM YEAR:	2024-2025									
DATE REVISION SUBMITTED:										
	Or	riginal Budge	t	Bu	dget Changes	s	Re	evised Budget		Justification
					eases/(-) Decr					
	AmeriCorps	Grantee	Total	AmeriCorps	Grantee	Total	AmeriCorps	Grantee	Total	
SECTION 1: Program Operating Costs										
A: Personnel Expenses (list each employee and po	sition)								1	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
A. Subtotal Personnel Expenses	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
B: Personnel Fringe Benefits	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
C. Travel										
Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Travel to VF Required Meetings	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	 \$0.00	\$0.00	\$0.00	
Member Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	 \$0.00	\$0.00	\$0.00	
C. Travel SubTotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
D. Equipment	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
E. Supplies (Itemize each supply category; add										
additional rows/lines as needed)				 			 			
Staff Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Computers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	 \$0.00	\$0.00	\$0.00	
Postage	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	 \$0.00	\$0.00	\$0.00	
Member Supplies -Info/promotional items Member Attire	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	 \$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	
E. Supplies Subtotal	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 <b>\$0.00</b>	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 <b>\$0.00</b>	\$0.00	\$0.00 \$0.00	\$0.00 <b>\$0.00</b>	
F. Contractual and Consultant Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	 \$0.00	\$0.00	\$0.00	
G. Training Staff Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	 \$0.00	\$0.00	\$0.00	
Stan Training Member Training	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	
G. Training Subtotal:	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00 \$0.00	\$0.00	\$0.00 \$0.00	\$0.00 <b>\$0.00</b>	\$0.00	\$0.00 \$0.00	\$0.00 \$0.00	
H. Evaluation	\$0.00	\$0.00	\$0.00	\$0.00 0.00	0.00	\$0.00	 \$0.00	\$0.00	\$0.00	
I. Other Program Operating Costs (list each	\$0.00	\$0.00	\$0.00	0.00	0.00	\$0.00	÷0.00	<i>\$</i> 0.00	φ <b>0.0</b> 0	
cost individually; add additional rows/lines as			I							
needed)			I							
Background Checks	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Utilities/phone/ internet	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Cell phone	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	[
Other Program Operating Costs Member										
Incentives	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
Operational Space	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
I. Other Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	
SECTION I. SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	

Initials:

\_\_\_\_

#### Exhibit V - Cost Reimbursement Budget Revision Request

Exhibit V LEAD AGENCY:											
PROGRAM:											
PROGRAM YEAR:	2024-2025										
DATE REVISION SUBMITTED:											
	Or	iginal Budget			udget Change		R	evised Budge	t	Justification	
					eases/(-) Deci					1	
	AmeriCorps	Grantee	Total	AmeriCorps	Grantee	Total	AmeriCorps	Grantee	Total	L	
SECTION II. Member Costs	ECTION II. Member Costs										
A. Living Allowance											
Full Time (1700 hrs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Three Quarter Time (1200 hrs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Half Time (900 hrs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Reduced Half Time (675 hrs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Quarter Time (450 hrs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Minimum Time (450 hrs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Abbreviated Time (300 hrs)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A. Living Allowance Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
B. Member Support Costs	+								+		
FICA for Members	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Workers Compensation	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Health Care	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Member Support Cost Member Incentives	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
B. Member Support Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
SECTION II. SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
SECTION III. Administrative Costs											
A. Corporation Fixed Percentage											
Corporation Fixed Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
Commission Fixed Amount	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
A. Corporation/Commission Fixed Subtotal:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
										l	
B. Federally Approved Indirect Cost Rate:	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
SECTION III. SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
TOTAL	\$0.00		44.44					<b>**</b> **			
		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		
AmeriCorps / Grantee Share:	#DIV/0! PROVED BY:	#DIV/0!	#DIV/0!				#DIV/0!	#DIV/0!	#DIV/0!		
Date Revision Request sent to Volu											
(Following lines to be filled out by		staff Only)									
Date Revision Request received by V		cian ciny)									
	ROVAL BY:										
Date Revision Request Approved by V											



Exhibit VI Contract Amendment Form

# AMENDMENT #\_

This amendment is made BETWEEN The Florida Commission on Community Service 1545 Raymond Diehl Rd, Suite 250 Tallahassee, Florida 32308 referred to herein as the

"Commission" AND

# INSERT LEAD AGENCY NAME ADDRESS CITY, STATE, ZIP referred to herein as the "Provider" amends 2024-2025 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.



# Exhibit VI Contract Amendment Form

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

### PROVIDER

COMMISSION

Signed by:

Signed by:

Signature

Erin Sjostrom, Chief Operating Officer

Title

Date

Date

### Exhibit VII Invoice Worksheet - Cost Reimbursement

Exhibit VII LEGAL APPLICANT (LEAD AGENCY):					
PROGRAM:					
INVOICE DATES:			то		
PROGRAM YEAR:					
		CU	IRRENT MONTH EXPENSE	S	
	AMERICORPS	ARP FUNDS	MATCH REPLACEMENT	GRANTEE MATCH	Total
SECTION I: Program Operating Costs	a initial and pacifian titla)				
A. Personnel Expenses (list each employee by last name, first nam	e muarano position utie)				\$0.00
					\$0.00
					\$0.00
					\$0.00
A. Subtotal Personnel Expenses	\$0.00	\$0.00	\$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	\$0.00	\$0.00
C. Travel					<b>AA AA</b>
Staff Travel Member Travel					\$0.00 \$0.00
C. Subtotal Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
D. Equipment (list each item of equipment seperately; must be \$5,00					
					\$0.00
					\$0.00
D. Subtotal Equipment E. Supplies (be very specific and itemize; please add rows or change		\$0.00	\$0.00	\$0.00	\$0.00
Staff Office Supplies					\$0.00
Postage					\$0.00
Printing					\$0.00
Member Gear and Supplies E. Subtotal Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
F. Contractual and Consultant Services (list each consultant sep		\$0.00	\$0.00	\$U.UU	\$0.00
					\$0.00
					\$0.00
G. Subtotal Contractual and Consultant Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
G. Training Staff Training	Г Г				<b>AA AA</b>
Stall Training Member Training					\$0.00 \$0.00
G. Subtotal Training	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
H. Evaluation					
					\$0.00
H. Subtotal Evaluation I. Other Program Operating Costs (list each cost individually; add	source for the second s	\$0.00	\$0.00	\$0.00	\$0.00
Background Checks					\$0.00
Rent					\$0.00
Utilities					\$0.00
Other Program Operating Costs Member Incentives					\$0.00 \$0.00
I.Subtotal Other Program Operating Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SECTION I. PROGRAM OPERATING COSTS SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
SECTION II. Member Costs					
A. Living Allowance					
Full Time (1700 hrs)					\$0.00
Three-Quarter Time (1200 hrs)					\$0.00
Half Time (900 hrs) Reduced Half Time (675 hrs)					\$0.00 \$0.00
Quarter Time (450 hrs)					\$0.00
Minimum Time (300 hrs)					\$0.00
Abbreviated Time (100 hrs)					\$0.00
A. Living Allowance Subtotal: B. Member Support Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
B. Member Support Costs FICA for Members					\$0.00
Workers Compensation					\$0.00
Health Care					\$0.00
Member Support Costs Member Incentives					\$0.00
B. Member Support Subtotal: SECTION II. MEMBER COSTS SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00		\$0.00
SECTION III. Administrative Costs					
A. Corporation Fixed Amount					\$0.00 \$0.00
B Federally Approved Indirect Cost Rate					φŪ.ŪŪ
B. Federally Approved Indirect Cost Rate SECTION III. SUBTOTAL	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

### Exhibit VII Invoice Worksheet - Cost Reimbursement

Exhibit VII LEGAL APPLICANT (LEAD AGENCY):							
PROGRAM:							
INVOICE DATES:			то				
PROGRAM YEAR:	2024-2025						
	CURRENT MONTH EXPENSES						
	AMERICORPS	ARP FUNDS	MATCH REPLACEMENT	GRANTEE MATCH	Total		
APPROVED BY (must be typed or	signed by program) :						
Date PER sent	to Volunteer Florida:						

Program Name:

## **Program Operating Costs**

### A. Personnel Expenses

	Payroll						
Position/Title	Date	Salary	% Time	CNC	S Share	Grantee Share	Total Amount
				\$	-	\$-	\$-
				\$	-	\$-	\$-
				\$	-	\$-	\$-
				\$	-	\$-	\$-
	\$	-	\$ -	\$ -			

### **B. Personnel Fringe Benefit**

Purpose	Date	Amount	% Time	CNCS Share		
				\$-	\$-	\$-
				\$ -	\$-	\$-
				\$-	\$-	\$-
				\$-	\$-	\$-
				\$-	\$-	\$-
				\$-	\$-	\$-
				\$-	\$-	\$-
				\$ -	\$-	\$-
				\$-	\$-	\$-
				\$-	\$-	\$-
				\$ -	\$-	\$-
				\$ -	\$-	\$-
				\$ -	\$-	\$-
				\$ -	\$-	\$-
				\$-	\$ -	\$-
				\$-	\$-	\$-
				\$-	\$ -	\$-
				\$ -	\$-	\$-
				\$-	\$-	\$-
				\$-	\$-	\$-
			Totals	\$ -	\$ -	\$ -

### C. Travel

### 1. Staff Travel

Purpose	Date	Amount	% Time	CNCS	Share	Grantee Share	Total A	mount
				\$	-	\$-	\$	-
				\$	-	\$-	\$	-
				\$	-	\$-	\$	-
				\$	-	\$-	\$	-
				\$	-	\$-	\$	-
				\$	-	\$-	\$	-
	Totals						\$	-

### 2. Member Travel

Purpose	Calculation	CNO	CS Share	Grantee	e Share	Tota	l Amount
		\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-
		\$	-	\$	-	\$	-
	Totals	\$	-	\$	-	\$	-

### D. Equipment

ltem/Purpose	Calculation	CNCS S	hare	Grantee Share	Total Amount
		\$	-	\$-	\$-
		\$	-	\$-	\$-
	Totals	\$	-	\$-	\$-

### E. Supplies

láo re	Dete	Amount	0/ Time	CNCC Share	Creates Share	Total Amagunt
Item	Date	Amount	% Time	CNCS Share	Grantee Share	Total Amount
				\$ -	\$-	\$-
				\$ -	\$-	\$-
				\$ -	\$-	\$-
				\$ -	\$-	\$-
			Totals	\$ -	\$-	\$-

### F. Contractual & Consultant Services

Purpose	Daily Rate	# of Days	CNCS Share	Grantee Share	Total Amount
			\$-	\$-	\$-
			\$-	\$-	\$-
		Totals	\$ -	\$-	\$-

## G. Training

### 1. Staff Training

Durrage			Creates Share	Total Amount
Purpose	Calculation	CNCS Share	Grantee Share	Total Amount
		\$-	\$-	\$-
		\$-	\$-	\$ -
		\$-	\$ -	\$-
		\$ -	\$ -	\$-
	Totals	\$ -	\$ -	\$ -

### 2. Member Training

Purpose	Calculation		CNCS Share	Grantee Share	Total Amount
			\$-	\$-	\$-
			\$-	\$-	\$-
			\$-	\$-	\$-
			\$-	\$-	\$-
		Totals	\$-	\$-	\$-

### H. Evaluation

Purpose	Calculation	Daily Rate	CNCS Share	Grantee Share	Total Amount
			\$ -	\$ -	\$-
			\$-	\$-	\$-
		Totals	\$-	\$-	\$-

### I. Other Program Operating Costs

Purpose	Calculation	CNC	S Share	Grantee Share	Total Amou	ınt
		\$	-	\$ -	\$	-
		\$	-	\$ -	\$	-
		\$	-	\$ -	\$	-
		\$	-	\$ -	\$	-
	Totals	\$	-	\$ -	\$	-

### Member Costs

A. Living Allowance						
Members	# Mbrs	Living Allowance Rate	CNCS S	hare	Grantee Share	Total Amount
			\$	-	\$-	\$-
			\$	-	\$-	\$ -
			\$	-	\$-	\$-
			\$	-	\$-	\$-
			\$	-	\$-	\$-
			\$	-	\$-	\$-
			\$	-	\$ -	\$-
		Totals	\$	-	\$ -	\$ -

### B. Member Support Costs

Purpose	Date	Amount	% Time	CNCS Share	Grantee Share	Total Amount
FICA 7.65%				\$-	\$ -	\$-
FICA 7.65%				\$-	\$ -	\$-
Worker's Comp				\$-	\$ -	\$-
Health Insurance				\$-	\$ -	\$-
Health Insurance				\$-	\$ -	\$-
			Totals	\$ -	\$ -	\$ -

### Administrative/Indirect Costs

### A. Corporation Fixed Percentage Method

Purpose	Calculation	CNCS Share	Grantee Share	Total Amount
Corporation Fixed Amount		\$ -	\$-	\$-
	Totals	s \$ -	\$-	\$-

### **B.** Federally Approved Indirect Cost Rate Method

			Rate			
Cost Type / Basis	Calculation	Rate	Claimed	CNCS Share	Grantee Share	Total Amount
						\$-
			Totals	\$-	\$-	\$-

### Exhibit VIII Property Equipment Inventory

Lead Agency	
Program Name	
<b>Contract Number</b>	
<b>Contract Period</b>	

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.

Inventory Number	Property Description	Serial Number	Acquisition Date	Original Cost	Condition	Dispositon Notes
Grand Total						

## EXHIBIT IX The Florida Commission on Community Service

# Vendor Electronic Funds Transfer:

This Authorization Form, which is provided, gives The Florida Commission on Community Service dba Volunteer Florida and your financial institution authority to deposit funds to your account. Simply complete the form in order to take advantage of Electronic Funds Transfer.

### All you need to do is:

- 1.) Mark the box to indicate the type of account your deposit will be deposited into (Checking Account or Savings Account.)
- 2.) Fill in the Date, the Financial Institution Name, the Branch Name, City and State, your Company Name and sign the form on the signature line.
- 3.) Fill in your 9-Digit Bank Routing Number and your Account Number.

# NOTE: Be sure to sign the form !

AUTHORIZATIO		eturn to the payer. In this on file for the	ir records.
	The Florida Commission on Company Nam initiate/receive electronic credit ies made in error to the following	and the financial institution , debit entries for	
$\smile$	ng Account O Sav will remain in effect until I have	vings Account cancelled it in writing. Date:	
FIN	ANCIAL INSTITUTION	COMPAN	Y NAME (PLEASE PRINT)
	BRANCH	VENDOR ID N	UMBER (to be added by VF Staff)
CITY	Y STATE		SIGNATURE
	IT ROUTING NUMBER	ACCOUNT N	UMBER INFORMATION
NOTE: C	nly 9 digits in Routing Numbers		

Form <b>W-9</b>
(Rev. March 2024)
Department of the Treasur
Internal Revenue Service

# Exhibit X Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Befor	Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.				
	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarentity's name on line 2.)				
	2	Business name/disregarded entity name, if different from above.			
Print or type. See <b>Specific Instructions</b> on page 3.	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes.         Individual/sole proprietor       C corporation       S corporation       Partnership       Trust/estate         LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership)		Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):     Exempt payee code (if any)     Exemption from Foreign Account Tax     Compliance Act (FATCA) reporting     code (if any)		
	<b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions		(Applies to accounts maintained outside the United States.)		
	5	Address (number, street, and apt. or suite no.). See instructions.	Requester's name a	and address (optional)	
	6	City, state, and ZIP code			
	7	List account number(s) here (optional)			

### Part I 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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.			_	-	
<i>III</i> , idoi.	Emp	oloyer io	lentificat	tion numbe	r
<b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.					

# 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 for Part II, later.

	Signature of
Here	U.S. person

# **General Instructions**

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

**Future developments**. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification. New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

### **Purpose of Form**

Date

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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-NEC (nonemployee compensation).

• 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).

• Form 1098 (home mortgage interest), 1098-E (student loan interest), and 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.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

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; and

4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and

5. 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*, later, for further information.

**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).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

• In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded 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 grantor trust.

• In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**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 (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(I)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**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.

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 their 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 their 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 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, 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 instructions for Part II 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, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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

See also Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding, earlier.

### What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, 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 are no longer 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 (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

• 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 for 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 you filed with your application.

• **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or "doing business as" (DBA) name on line 2.

• Partnership, C corporation, S corporation, or LLC, other than a disregarded entity. 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.

• 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. Enter any business, trade, or DBA name on line 2.

• **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner's name on line 1. The name of the owner 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. 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, enter it on line 2.

### Line 3a

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

IF the entity/individual on line 1 is a(n)	THEN check the box for	
Corporation	Corporation.	
Individual or	Individual/sole proprietor.	
Sole proprietorship		
• LLC classified as a partnership for U.S. federal tax purposes or	Limited liability company and enter the appropriate tax	
• LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	classification: P = Partnership, C = C corporation, or S = S corporation.	
Partnership	Partnership.	
Trust/estate	Trust/estate.	

### Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

**Note:** A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

### Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on 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 on 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 territory, 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 territory.

 $7-\mathrm{A}$  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 as defined under section 581.

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 <sup>1</sup>	Generally, exempt payees 1 through 5. <sup>2</sup>
Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

<sup>1</sup>See Form 1099-MISC, Miscellaneous Information, and its instructions.

<sup>2</sup> 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) entered 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 territory, 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 664 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. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

### 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 ITIN. Enter it in the entry space for the Social security number. 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.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, 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 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/EIN.* Go to *www.irs.gov/Forms* to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to *www.irs.gov/OrderForms* to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "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, you will generally 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. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

**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 item 1, 4, or 5 below indicates 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), ABLE accounts (under section 529A), 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) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
<ol> <li>Two or more U.S. persons (joint account maintained by an FFI)</li> </ol>	Each holder of the account
<ol> <li>Custodial account of a minor (Uniform Gift to Minors Act)</li> </ol>	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
<ul> <li>b. So-called trust account that is not a legal or valid trust under state law</li> </ul>	The actual owner <sup>1</sup>
<ol> <li>Sole proprietorship or disregarded entity owned by an individual</li> </ol>	The owner <sup>3</sup>
<ol> <li>Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**</li> </ol>	The grantor*

#### For this type of account: Give name and EIN of: 8. Disregarded entity not owned by an The owner individual Legal entity<sup>4</sup> 9. A valid trust, estate, or pension trust 10. Corporation or LLC electing corporate The corporation status on Form 8832 or Form 2553 11. Association, club, religious, charitable, The organization educational, or other tax-exempt organization 12. Partnership or multi-member LLC The partnership

The broker or nominee

The public entity

- 13. A broker or registered nominee
- 14. 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
  15. Grantor trust filing Form 1041 or
- 15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))\*\*

<sup>1</sup>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.

<sup>2</sup>Circle the minor's name and furnish the minor's SSN.

<sup>3</sup>You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup>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.)

\* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

\*\* For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

**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.

### 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 return 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 a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic 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 877-777-4778 or TTY/TDD 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 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at *spam@uce.gov* or report them at *www.ftc.gov/complaint*. You can contact the FTC at *www.ftc.gov/idtheft* or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see *www.ldentityTheft.gov* and Pub. 5027.

Go to *www.irs.gov/IdentityTheft* 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 territories for use in administering their laws. The information may also 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, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.



# Exhibit XI AmeriCorps Program Closeout Checklist

### 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 2024-2025 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 2024-2025 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 and Equipment Inventory Form.

### NAME OF ORGANIZATION:

### **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 <u>already on file</u>; 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

### For use by 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 authorized Program Staff

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

Date Signed

Date Signed

volunteerflorida



### To be completed for AmeriCorps Programs not continuing beyond the 2024-2025 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 6 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: \_\_\_\_\_



# Exhibit XII Reporting/Grant Requirements

AmeriCorps grant requirements including progress reports are submitted via Blackbaud Grantmaking. Link: <u>https://www.GrantRequest.com/SID\_2153?SA=AM</u>. Reports will be accessible in Blackbaud Grantmaking at least 30 days prior to the due date. Grant Requirements include:

### Start of Contract Year

Contract – August 15, 2024 Financial Audit – August 15, 2024 Exhibit X - W-9 – August 15, 2024 Exhibit IX - Electronic Funds Transfer (EFT) – August 15, 2024 Insurance Policies, as applicable – August 15, 2024 AmeriCorps Program Start-Up Documents – August 30, 2024 AmeriCorps Online Trainings Certifications – August 30, 2024

### Middle of Contract Year

Exhibit III and required documents – September 30, 2024 Quarter 1 Progress Report – November 15, 2024 Mid-Year Progress Report – February 18, 2025 Local Disaster Response Role Certification – February 18, 2025

### End of Contract Year

Annual Survey – August 15, 2025 End-of-Year Progress Report – August 15, 2025 Required Member Training Certification – August 15, 2025 Sustainability Plan, if applicable – August 15, 2025 Exhibit XI - Contract Closeout Checklist – September 15, 2025 Exhibit VIII - Property & Equipment Inventory – September 15, 2025

### Other

Technical Assistance and Compliance Monitoring Site Visit/Desk Audit Response, as applicable.

Applicable contract documents available in the Basecamp 24-25 Contracts Exhibits Folder.