

CITY OF MARYSVILLE AGENDA BILL

EXECUTIVE SUMMARY FOR ACTION

CITY COUNCIL MEETING DATE: September 7, 2021

AGENDA ITEM:	
Member Placement Contract Between Washington State Employment Security Department, Washington Service Corps and the City of Marysville	
PREPARED BY:	DIRECTOR APPROVAL:
Jason Smith	
DEPARTMENT:	
Executive	
ATTACHMENTS:	
Copy of proposed Sample Member Placement Contract	
BUDGET CODE:	AMOUNT:
00100110.511000	\$10,000
SUMMARY:	
This member placement contract will allow us to have a full-time federally funded position to assist the city with outreach efforts	

RECOMMENDED ACTION:

Staff recommends that Council authorize the Mayor or sign and execute the Member Placement Contract Between Washington State Employment Security Department, Washington Service Corps and the City of Marysville.

RECOMMENDED MOTION:

I move to authorize the Mayor to sign and execute the Member Placement Contract Between Washington State Employment Security Department, Washington Service Corps and the City of Marysville.

MEMBER PLACEMENT CONTRACT BETWEEN
WASHINGTON STATE
EMPLOYMENT SECURITY DEPARTMENT
WASHINGTON SERVICE CORPS

WSC ONLY:
 Contract #: _____
 (As assigned by ESD)

AND

[NAME OF SPONSORING ORGANIZATION]

AmeriCorps Member Placement PY 2021-22

1. INTRODUCTION

This Contract, pursuant to 45 CFR Chapter XXV (§§2500-2550), and to all applicable federal, state or local laws, rules and regulations, is made and entered into by and between the Washington State Employment Security Department's Washington Service Corps, hereinafter called "WSC", located at 212 Maple Park Avenue SE, Olympia, Washington 98501, and

_____ ,
 hereinafter called "Sponsoring Organization" at

In consideration of the terms and conditions contained herein, including attached exhibits, the parties mutually agree as follows:

2. PURPOSE

It is the purpose of this Contract to establish terms and conditions which the Sponsoring Organization and WSC must follow to meet the requirements of AmeriCorps.

Project Title(s):			
Program Participation Fee Type	Fee per Member	Members Awarded	Total Fee
	\$		\$
	\$		\$
Grand Total			\$

3. DEFINITIONS

As used throughout this Contract, the following terms shall have the meanings set forth below.

- A. "AMERICORPS" is the operating name for the Corporation for National & Community Service, a Federal agency.
- B. "AMERICORPS MEMBER" or "MEMBER" means an individual who has been selected to serve in an approved national service position under the AmeriCorps program.
- C. "MINORITY OR WOMEN OWNED BUSINESS ENTERPRISES," shall mean businesses organized for profit, performing a commercially useful function, which are legitimately owned and controlled by one or more minority individuals or women and certified by the Office of Minority and Women's Business Enterprises. The minority owners must be United States citizens or lawful permanent residents.
- D. "SPONSORING ORGANIZATION" shall mean that agency, firm, organization, individual or other entity performing services under this Contract. SPONSORING ORGANIZATION includes those accepting member placements as a sub-grantee per the AmeriCorps Terms and Conditions. It shall include any Member service site subcontracted under oral or written agreement with the SPONSORING ORGANIZATION.
- E. "SUB-SERVICE SITE" shall mean that agency, firm, organization, individual or other entity subcontracted under oral or written agreement with SPONSORING ORGANIZATION performing all or part of the services as required by this Contract.
- F. "WASHINGTON SERVICE CORPS" or "WSC" means the sub-agency within ESD designated as the direct recipient of grant funds from AmeriCorps to implement an AmeriCorps program in the State of Washington.

4. CONTRACT MANAGEMENT

WSC's Contract Manager, or his/her successor, shall provide the Sponsoring Organization the assistance and guidance necessary for the performance of this Contract. WSC's Contract Manager shall be responsible for the review and acceptance of the Sponsoring Organization's performance, deliverables, invoices and expenses, and accepting any reports from the Sponsoring Organization.

WSC Contract Manager responsible for management of this Contract is:

Name: Kari Wood
 Title: Operations Lead
 Phone Number: (888) 713-6080 FAX: _____
 Email: kawood@esd.wa.gov

Sponsoring Organization staff member responsible for management of this Contract is:

Name: _____
 Title: _____
 Phone Number: _____ FAX: _____
 Email: _____

5. STATEMENT OF WORK

The Sponsoring Organization shall furnish the necessary personnel and services and otherwise do all things necessary for or incidental to the performance of the work set forth in the Statement of Work, attached and incorporated as Exhibit A.

Failure to comply with the requirements within Exhibit A, Statement of Work, may result in termination of this Contract and removal of the AmeriCorps Member(s) from the site, see Sections 38 and 39.

6. TERMS AND CONDITIONS

All rights and obligations of the parties to this Contract shall be subject to and governed by the Terms and Conditions of this Contract, including the Statement of Work.

The federal funding source, AmeriCorps, designates that all those accepting member positions as a sub-grantee (Sponsoring Organizations) will understand fully and comply with and include in all awards and contracting or agreement processes the following Terms and Conditions, Assurances and Certifications as part of the federal granting process:

- AmeriCorps Assurances and Certifications, attached and incorporated herein as Exhibit B.
- [2021 Terms and Conditions for AmeriCorps State and National Grants](#), incorporated by reference.
- [2021 AmeriCorps General Grant and Cooperative Agreement Terms and Conditions](#), incorporated by reference.

7. CONTRACT TERM

Subject to its other provisions, the contract term is September 1, 2021 to August 31, 2022 unless terminated sooner as provided herein. The member placement may begin on any date on or after September 1, 2021 that is mutually agreed upon by both parties so long as Sponsoring Organization fulfills its requirements as stated in Exhibit A no later than August 31, 2022.

8. REPORTING

The Sponsoring Organization shall comply with the requirements set forth in Section IV of the Statement of Work, Exhibit A.

9. PAYMENT

The parties have agreed that the total program participation fee payable to WSC for placing AmeriCorps Member(s) in the project(s) listed above will not exceed \$

The Sponsoring Organization will not be reimbursed for any travel expenses.

10. FEES

A. Program Participation Fee

WSC shall submit an initial invoice to Sponsoring Organization for the total program participation fee. Failure of Sponsoring Organization to pay the program participation fee

within 30 days after the invoice date may result in removal of the member(s) from site and termination of this contract by WSC.

The program participation fee will not be refunded or pro-rated to the Sponsoring Organization for any Member who terminates service early. If a Member terminates early, WSC MAY allow a limited opportunity to refill the placement (depending on timing, and availability of Member placements) at no additional charge to the Sponsoring Organization, in accordance with WSC policy.

Payment for total program participation fee shall be made in accordance with the table in Section 1 of this Contract. However, if Sponsoring Organization, upon written notice to WSC, requests a reduction in the number of originally-awarded placements that remain unfilled after payment, Sponsoring Organization shall receive a full refund for the program participation fee of the unfilled placements only.

B. Administrative Fee for Non-Compliance

WSC is required to comply with federal and state law, and provide documentation to meet regulatory requirements. Failure of the Sponsoring Organization to provide the required documentation and information required under this Contract puts the program at risk and creates additional administrative costs for WSC. Therefore, WSC, at its sole discretion, reserves the right to charge a fee in the amount of \$1,000.00 to the Sponsoring Organization should it not meet its compliance requirements as outlined in this contract. Any such fee would be used to offset administrative work required by WSC to ensure the Sponsoring Organization is in compliance.

11. INSURANCE

A. Liability Insurance

The Sponsoring Organization will maintain insurance coverage at all times when performing services under this Contract via commercial insurance, self-insurance, or any other similar risk-financing alternative. Written evidence of insurance must be provided to WSC prior to the commencement of service. Insurance certificates (evidencing commercial insurance) must list Washington State Employment Security Department as an additional insured.

The Sponsoring Organization shall provide insurance coverage or its alternative, which shall be maintained in full force and effect during the term of this Contract as follows:

The minimum acceptable limits shall be as indicated below for each of the following categories:

- i. Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$1 million general aggregate;
- ii. Business Automobile Liability (owned, hired, or non-owned) covering the risks of bodily injury (including death) and property damage, with a combined single limit of not less than \$1 million per accident if the Sponsoring Organization will require a Member to operate a vehicle in performance of the Member's service.

B. Industrial Insurance

Prior to performing work under this Contract, Sponsoring Organization shall provide or purchase industrial insurance coverage for its employees, as may be required of an "employer" as defined in Title 51 RCW, and shall maintain full compliance with Title 51 RCW during the course of this Contract. WSC will not be responsible for payment of industrial insurance premiums or for any other claim or benefit for Sponsoring Organization which might arise under the industrial insurance laws during the performance of duties and services under this Contract.

The Sponsoring Organization, unless it is a State entity, waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend and hold harmless the State and its agencies, officials, agents or employees.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, unless otherwise provided herein, the inconsistency shall be resolved by giving precedence in the following order:

- A. Applicable Federal and State Statutes and Regulations;
- B. 2021 Terms and Conditions for AmeriCorps State and National Grants, incorporated by reference;
- C. 2021 AmeriCorps General Grant and Cooperative Agreement Terms and Conditions, incorporated by reference;
- D. Those Terms and Conditions as contained in this basic contract instrument;
- E. The Statement of Work attached hereto as Exhibit A and incorporated herein;
- F. Request for Application or Intent to Continue, incorporated by reference;
- G. Response to Request for Application, incorporated by reference; and
- H. Any other provisions of this Contract whether incorporated by reference or otherwise.

13. USE AND DISCLOSURE OF INFORMATION

The use or disclosure by any party of any information concerning a program recipient or Member for any purpose not directly connected with the administration of WSC's or the Sponsoring Organization's responsibilities, with respect to contracted services provided under this Contract, is prohibited unless required by law or by written consent of the recipient or Member, their attorney, or their legally authorized representative.

The Sponsoring Organization shall use any private and confidential information provided under this Contract solely for the purpose for which the information was disclosed. The Sponsoring Organization shall not disclose or misuse any private and confidential information under this Contract unless the disclosure is required by law. The misuse or unauthorized release of private and confidential information shall subject Sponsoring Organization, its employees or agents to a civil penalty of \$5,000 and other applicable sanctions under state (RCW 50.13.060(13) and 50.13.0.80(3)) and federal law.

14. MUTUAL REPRESENTATIONS AND WARRANTIES

Each party represents and warrants to the other party as follows: Such party has the requisite power and authority and the legal right to enter into this Agreement and to perform its obligations hereunder; and has taken all requisite action on its part to authorize the execution and delivery of this Agreement and the performance of its

obligations hereunder. This Agreement has been duly executed and delivered on behalf of such party, and constitutes a legal, valid, binding obligation, enforceable against such party in accordance with its terms. All necessary consents, approvals, and authorizations of all governmental authorities and other persons or entities required to be obtained by such party in connection with this Agreement have been obtained.

15. ACCESS TO RECORDS AND FACILITIES / AUDITS

The Office of the State Auditor, federal grantor agency, the Comptroller General of the United States or any of their duly authorized representatives, and any persons duly authorized by WSC shall have full access to and the right to examine and copy any or all books, records, papers, documents and other material regardless of form or type which are pertinent to the performance of this Contract, or reflect all direct and indirect costs of any nature expended in the performance of this Contract. In addition, these entities shall have the right to access, examine and inspect any site where any phase of the program is being conducted, controlled or advanced in any way. Such sites may include the home office, any branch office, or other locations of the Sponsoring Organization. The Sponsoring Organization shall maintain its records and accounts in such a way as to facilitate the audit and examination, and assure that Sub-Service Sites also maintain records that are auditable. Access shall be at all reasonable times not limited to the required retention period, but as long as records are retained, and at no additional cost to WSC.

16. ASSIGNMENT

The work to be provided under this Contract, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

17. ASSURANCES

WSC and the Sponsoring Organization agree that all activity pursuant to this Contract will be in accordance with all applicable current or future federal, state or local laws, rules and regulations.

18. ATTORNEY FEES AND COSTS

If any litigation is brought to enforce this Contract or any litigation arises out of any Contract term, clause or provision, each party shall be responsible for its own expenses, costs and attorney fees.

19. CHANGES AND MODIFICATIONS

- A. Changes to any of the terms, conditions, or requirements of this Contract shall be at the sole discretion of WSC, and only be effective upon written issuance of a Contract Amendment signed by both parties. However, changes to point of contact information may be updated without the issuance of a Contract Amendment.
- B. Modification of this Contract may be needed when a request from the Sponsoring Organization to reduce the number of unfilled awarded placements results in an increase in the program participation placement fee. This modification shall be made upon mutual written agreement by WSC and the Sponsoring Organization.

C. In the event none of the placements awarded in this Contract are filled by WSC's stipulated final member start date, this Contract will be considered null and void.

20. CONFLICT OF INTEREST

Notwithstanding any determination by the Executive Ethics Board or other tribunal, WSC may, in its sole discretion, by written notice to the Sponsoring Organization terminate this Contract if it is found after due notice and examination by WSC that there is a violation of the Ethics in Public Service Act, RCW 42.52, or any similar statute involving the Sponsoring Organization in the procurement of, or performance under, this Contract.

In the event this Contract is terminated as provided above, WSC shall be entitled to pursue the same remedies against the Sponsoring Organization as it could pursue in the event of a breach of this Contract by the Sponsoring Organization. The rights and remedies of WSC provided for in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law. The existence of facts upon which WSC makes any determination under this clause shall be an issue and may be reviewed as provided in the DISPUTES clause of this Contract.

21. CONFORMANCE

If any provision of this Contract is in conflict with or violates any statute or rule of law of the state of Washington, it is considered modified to conform to that statute or rule of law.

22. DEBARMENT AND SUSPENSION

The Sponsoring Organization certifies that it is in compliance with and shall not contract with individuals or organizations which are debarred, suspended, or otherwise excluded from or ineligible from participation in Federal Programs under Executive Order 12549, and "Government Wide Debarment and Suspension (Nonprocurement) and Government Wide Requirements for Drug-Free Workplace (Grants)" codified at 45 CFR part 2542.

23. DISALLOWED COSTS

At WSC's sole discretion, and to the extent permitted by law, the Sponsoring Organization is responsible for any audit exceptions or disallowed costs incurred by WSC as a result of the Sponsoring Organization's negligence, or the negligence of its Sub-Service Site(s).

24. DISPUTES

Except as otherwise provided in this Contract, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in non-binding mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Contract shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution Board, or arbitration.

25. GOVERNING LAW

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington and the venue of any action brought hereunder shall be in the Superior Court for Thurston County. All parties agree to the exclusive jurisdiction of such court and waive any right to challenge jurisdiction or venue.

26. INDEMNIFICATION

To the fullest extent permitted by law, the Sponsoring Organization shall indemnify, defend, and hold harmless the State of Washington, WSC, and all officials, agents, and employees of the State, from and against all claims for injuries or death arising out of or resulting from the performance of or failure to perform this Contract. Sponsoring Organization's obligation to indemnify, defend, and hold harmless includes any claim by Sponsoring Organization's agents, employees, representatives, or any Sub-Service Site, or its employees.

In the case of negligence of both WSC and the Sponsoring Organization, any damages allowed shall be levied in proportion to the percentage of negligence attributable to each party.

27. INDEPENDENT CAPACITY

Except in cases where the Employment Security Department is the Sponsoring Organization, the Sponsoring Organization and his or her employees or agents performing under this Contract are not employees or agents of WSC. The Sponsoring Organization will not hold itself out as, nor claim to be, an officer or employee of, WSC or the Employment Security Department by reason hereof, nor will the Sponsoring Organization make any claim of right, privilege or benefit which would accrue to such employee under law. Conduct and control of the work will be solely with the Sponsoring Organization.

28. INFORMATION TECHNOLOGY RESOURCES

The Sponsoring Organization is required to conserve and protect state resources for the benefit of the public interest. This requirement is necessary to maintain public trust, conserve public resources and protect the integrity of state information resources and systems.

The Sponsoring Organization must conform to ESD Policy and Procedure #2016, which is hereby incorporated by reference, when using ESD-provided state-owned information technology resources.

29. PROHIBITED ACTIVITIES

Activities prohibited in AmeriCorps subtitle C programs are described in 45 C.F.R 2520.65.

A. While charging time to the AmeriCorps project, accumulating service or training hours, wearing or displaying the AmeriCorps/WSC logo, or otherwise performing activities supported by the AmeriCorps project or AmeriCorps, the AmeriCorps Member(s), Sponsoring Organization staff and service site staff may not engage in the following activities:

- 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—
 - (i) A business organized for profit;
 - (ii) A labor union;
 - (iii) A partisan political organization;
 - (iv) A nonprofit organization that fails to comply with the restrictions contained in section 501(c)(3) of the Internal Revenue Code of 1986 except that nothing in this section shall be construed to prevent participants from engaging in advocacy activities undertaken at their own initiative; and
 - (v) An organization engaged in the religious activities described in paragraph (7) of this section, 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;
- 11) Such other activities as AmeriCorps may prohibit.
- 12) Organizing a letter-writing campaign to Congress;
- 13) Participating in activities that pose a significant safety risk to participants;
- 14) Preparing any part of a grant proposal or performing other fundraising functions to help the project achieve its program placement fee requirements, or to pay the project's general operating expenses. Additionally, Members cannot write or support preparation of a grant from AmeriCorps or any other federal agency; and
- 15) Fundraising, unless under the following circumstances:
 - (i) if it provides direct support to a specific service activity;
 - (ii) falls within the project's approved objectives;
 - (iii) is not the primary activity of the project; and
 - (iv) does not exceed 10% of the total hours served in their term.
- 16) Engaging in census activities. Being a census taker during service hours is categorically prohibited, along with other census-related activities (e.g. promotion of the Census, education about the importance of the Census).
- 17) Providing services for election or polling locations or in support of such activities.

B. Furthermore, Member(s), Sponsoring Organization staff and service site staff may not engage in conduct in a manner that would associate their AmeriCorps project, WSC or AmeriCorps with prohibited activities.

C. WSC prohibited activities for Members:

In addition to the prohibited activities above, AmeriCorps Members may not engage in the following activities as part of their service:

- 1) Organizing a letter-writing campaign to Congress;
- 2) Participating in activities that pose a significant safety risk to participants;
- 3) Preparing any part of a grant proposal or performing other fundraising functions to help the project achieve its program placement fee requirements, or to pay the project's general operating expenses. Additionally, members cannot write or support preparation of a grant from AmeriCorps or any other federal agency; and
- 4) Fundraising, unless under the following circumstances:
 - it provides direct support to a specific service activity;
 - falls within the project's approved objectives;
 - is not the primary activity of the project; and
 - does not exceed 10% of the total hours served in their term.

AmeriCorps Members, like other private citizens, may participate in the above listed activities on their own time, at their own expense, and on their own initiative. However, the AmeriCorps/WSC logos must not be worn while doing so.

Federal funding for AmeriCorps Members is approved with the understanding that member service is directly supporting AmeriCorps objectives. Contrary circumstances could lead to removal of AmeriCorps Member(s) from the service site and termination of this Agreement.

30. RECORDS RETENTION

Sponsoring Organization shall retain all books, records, documents and other material which reflect all direct and indirect costs of any nature expended in the performance of this Contract, including participant data, for a period of six years from termination of the Contract. Records shall be retained beyond the above referenced retention period(s) if litigation or audit is begun prior to the end of the period referenced above, or if a claim is instituted prior to the end of the period referenced above involving the Contract covered by the records. In these instances, the records will be retained until the litigation, claim or audit has been finally resolved.

31. SEVERABILITY

The provisions of this Contract are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Contract.

32. SINGLE AUDIT ACT REQUIREMENTS

If the Sponsoring Organization is a sub-recipient of federal awards as defined by Office of Management and Budget (OMB) 2 CFR 200, the Sponsoring Organization shall maintain records that identify all federal funds received and expended. Such funds shall be identified by the appropriate OMB Catalog of Federal Domestic Assistance Numbers. The Sponsoring Organization shall make the Sponsoring Organization's records available for review or audit by officials of the federal awarding agency, the Comptroller General of the United States, the General Accounting Office, Employment Security Department, and the Washington State Auditor's Office. The Sponsoring

Organization shall incorporate OMB 2 CFR 200 audit requirements into all contracts between the Sponsoring Organization and its Sub-Service Sites who are sub-recipients. The Sponsoring Organization shall comply with any future amendments to OMB 2 CFR 200 and any successor or replacement Circular or regulation.

If the Sponsoring Organization expends \$750,000 or more in federal awards during the Sponsoring Organization's fiscal year, the Sponsoring Organization shall procure and pay for a single or program-specific audit for that year. Upon completion of each audit, the Sponsoring Organization shall submit to the Contract Manager named in this Contract the audit report and other appropriate documentation as required in OMB 2 CFR 200.

33. SITE SECURITY

While on WSC premises, Sponsoring Organization, its agents, employees, or Sub-Service Sites shall conform in all respects with physical, fire or other security policies or regulations.

34. SMALL, MINORITY, AND WOMEN-OWNED BUSINESS ENTERPRISES

The WSC shall provide to qualified small, minority and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Contract.

35. SUBCONTRACTING

The Sponsoring Organization shall not subcontract (whether oral or written) work or services contemplated under this Contract, except as provided for in the Statement of Work, without obtaining the prior written approval of WSC for the authority to enter into subcontracts. WSC retains the authority to review and approve or disapprove all subcontracts. Sponsoring Organization acknowledges that such approval for any subcontract does not relieve the Sponsoring Organization of its obligations to perform hereunder.

At WSC's request, the Sponsoring Organization will forward copies of Subcontracts and fiscal, programmatic and other material pertaining to any and all subcontracts. For any proposed Sub-Service Site, the Sponsoring Organization shall:

- A. Be responsible for Sub-Service Site's compliance with the Terms and Conditions in the Contract, the Statement of Work and the Subcontract terms and conditions;
- B. Ensure that the Sub-Service Site follows WSC's reporting formats and procedures as specified by WSC.
- C. Ensure that written agreements with Sub-Service Site(s) reference the primary contract between Sponsoring Organization and WSC.

36. TAXES

It is mutually agreed and understood that all payments accrued on account of payroll taxes, unemployment contributions, any other taxes, insurance or other expenses for the Sponsoring Organization staff be the sole liability of the Sponsoring Organization.

37. TERMINATION, SUSPENSION AND REMEDIES

A. Termination or Suspension for Cause

In the event WSC determines the Sponsoring Organization has failed to comply with the conditions of this Contract in a timely manner, WSC has the right to suspend or terminate this Contract. Before suspending or terminating this Contract for cause, WSC may, at its sole discretion, notify the Sponsoring Organization in writing of the need to take corrective action. If corrective action is not taken, the Contract may be terminated or suspended. In the event of termination or suspension, the Sponsoring Organization shall be liable for damages as authorized by law including, but not limited to, any administrative costs.

WSC reserves the right to suspend all or part of this Contract during investigation of the alleged compliance breach pending corrective action by the Sponsoring Organization or a decision by WSC to terminate this Contract.

A termination shall be deemed to be a "Termination for Convenience" if the investigation determines that the Sponsoring Organization: (1) was not in default; or (2) failure to perform was outside of his or her control, fault or negligence. The rights and remedies of WSC provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

WSC reserves the right to immediately suspend all, or part of, this Contract, when it has reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of the Sponsoring Organization under this Contract.

B. Termination for Funding Reasons

Either party may unilaterally terminate this Contract in the event that funding from federal, state or other public sources becomes no longer available to the party or is not allocated for the purpose of meeting its obligation hereunder. In the event funding is limited in any way, this Contract is subject to re-negotiation under any new funding limitations and conditions. Such action is effective upon receipt of written notification by the Sponsoring Organization. Positions noted as "DSHS-Funded" are contingent on receipt of funds for those positions from the Washington State Department of Social & Health Services.

C. Termination or Suspension for Convenience

Except as otherwise provided in this Contract, WSC may, by ten (10) days' written notice, beginning on the second day after mailing, suspend or terminate this Contract, in whole or in part. If this Contract is suspended, the Schedule shall be delayed for a period of time equal to the period of such suspension. WSC may, by ten (10) days' written notice, beginning on the second day after mailing, lift the suspension of the Contract, in whole or in part, at which time the Schedule and the parties' right and obligations shall resume to the extent that the suspension is lifted.

D. Termination for Withdrawal of Authority

In the event that WSC's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to

normal completion, WSC may terminate this Contract by seven (7) calendar days or other appropriate time period by written notice to Sponsoring Organization. No penalty shall accrue to WSC in the event this Section shall be exercised. This Section shall not be construed to permit WSC to terminate this Contract in order to acquire similar Services from a third party.

38. TERMINATION PROCEDURE

Upon termination of this Contract, WSC, in addition to any other rights provided in this Contract, may require the removal of Member(s) from their service site(s).

The rights and remedies of WSC provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

After receipt of a notice of termination and except as otherwise directed by WSC, the Sponsoring Organization shall:

- A. Stop work under this Contract and service provided by WSC's AmeriCorps Member(s) on the date, and to the extent specified, in the notice;
- B. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of WSC to the extent WSC may require, which approval or ratification shall be final for all purposes of this clause;
- C. Complete performance of such part of the work as shall not have been terminated by WSC; and
- D. Take such action as may be necessary, or as WSC may direct, for the protection and preservation of all performance measurement data related to the Member service which is in the possession of the Sponsoring Organization. Upon WSC's direction, Sponsoring Organization must deliver such data to WSC in the manner, at the times and to the extent directed by WSC.

39. TREATMENT OF ASSETS

- A. Any property of WSC furnished to the Sponsoring Organization shall, unless otherwise provided herein, or approved by the Program Manager in writing, be used only for the performance of this Contract.
- B. Property will be returned to WSC in like condition to that in which it was furnished to the Sponsoring Organization, normal wear and tear excepted. The Sponsoring Organization shall be responsible for any loss or damage to property of WSC in the possession of the Sponsoring Organization which results from the negligence of the Sponsoring Organization or which results from the failure on the part of the Sponsoring Organization to maintain said property in accordance with sound management practices.
- C. If any WSC property is damaged or destroyed, the Sponsoring Organization shall notify WSC and shall take all reasonable steps to protect that property from further damage.
- D. The Sponsoring Organization shall surrender to WSC all property of WSC upon completion, termination or cancellation of this Contract.
- E. All reference to the Sponsoring Organization under this clause shall include any employees, agents or Sub-Service Sites.

40. USE OF NAME PROHIBITED

The Sponsoring Organization shall not in any way contract on behalf of or in the name of WSC. Nor shall the Sponsoring Organization release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of WSC.

41. WAIVER

Waiver of any default or breach shall not be deemed to be a waiver of any subsequent default or breach. Any waiver shall not be construed to be a modification of the terms of this Contract unless stated to be such in writing signed by authorized representative of WSC.

42. ELECTRONIC SIGNATURES, COUNTERPARTS, AND DELIVERY

The parties agree that this contract may be executed in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement; and that electronic signature, or e-signature, of this contract shall be the same as execution of an original ink signature; and that E-mail, electronic, or facsimile delivery of a signed copy of this contract shall be the same as delivery of an original.

43. ALL WRITINGS CONTAINED HEREIN

This Contract sets forth in full the entire agreement of the parties in relation to the subject matter hereof. Any other agreement, representation, or understandings, verbal or otherwise, relating to the professional services of the Sponsoring Organization or otherwise dealing in any manner with the subject matter of this Contract is hereby deemed to be null and void and of no force and effect whatsoever.

By signing below, the Sponsoring Organization agrees to perform all actions and support all intentions of this Contract and all terms and conditions of the Exhibits and Attachments.

IN WITNESS WHEREOF, the parties have executed this Contract.

Washington State
Employment Security Department

By _____

By (print name) _____

Title _____

Title _____

Signature _____

Signature _____

Date _____

Date _____

Attachments:

Exhibit A Statement of Work

Exhibit B AmeriCorps Assurances and Certifications

AmeriCorps Member Placement PY 2021-22

STATEMENT OF WORK

Exhibit A

Responsibilities of the Sponsoring Organization

Section I – Sponsoring Organization Duties and Financial Responsibilities

1. Provide transportation or mileage reimbursement to Member(s) to conduct service away from their established service site during service hours. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement. In the absence of written policy, reimbursement must follow federal guidelines.
2. Provide lodging and meals to Member(s) when travel (including overnight) is necessary to perform site-required service or training away from the service site. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement. In the absence of written policy, reimbursement must follow federal guidelines.
3. Provide transportation or mileage reimbursement to Member(s) who attend the required member regional training, to be scheduled in program year 2020-21. Reimbursement amount is subject to Sponsoring Organization's written travel policy, not to exceed federally-allowable transportation or mileage reimbursement. In the absence of written policy, reimbursement must follow federal guidelines.
4. Reimburse WSC for costs of any FBI checks that are beyond the allowed one FBI check per enrolled position, including, but not limited to:
 - cancellation or rescheduling fees incurred due to no-shows or changes made with less than 24 hours' notice to Fieldprint;
 - applicants who back out after fingerprinting;
 - applicants who do not follow instructions and must re-do the FBI check;
 - applicants who do not enter their legal name as it appears on their government-issued photo ID when registering with Fieldprint.
5. Directly pay for or reimburse Member-Applicants for any background checks the Sponsoring Organization may require beyond the criminal history checks required by the Corporation for National and Community Service.
6. All Member expenses to serve at the site are the responsibility of the Sponsoring Organization. This includes, but is not limited to, Member reasonable accommodation or ergonomic assessment.
7. Comply with the Grant Program Civil Rights and Non-Harassment Policy (incorporated by reference), Assurances and Certifications (incorporated by reference), AmeriCorps Member Service Agreement (incorporated by reference) and the Request for

Application / Intent to Continue Expectations & Agreements (incorporated by reference).

8. Abide by all applicable state and federal laws and CNCS policy on Equal Opportunity Employment. An environment free of discrimination for all AmeriCorps Members must be provided. Recognizing that the fabric of our society is strengthened by the diversity of its citizens, the policy of CNCS is to ensure a mutual respect for all differences among us. Discrimination for race, color, gender, national origin, religion, age, mental or physical disability, sexual orientation, marital or parental status, military service, and religious, community or social affiliations, or any other category protected by state or federal non-discrimination law will not be tolerated. Treatment of all Members must be based upon merit.
9. Comply with all WSC Policies, Procedures, and other guidance in effect during the term of this Contract, including the current policies and procedures listed below, and other policies or procedures that may be developed and implemented throughout the program year:
 - POL-105 – Providing Adequate Oversight & Support of Members
 - POL-110 – Completing National Service Criminal History Checks
 - POL-120 – Managing Member Hours
 - POL-121 – Ensuring Service Activities are Allowable
 - POL-122 – Managing Alternative Service
 - POL-123 – Managing Member Leave
 - POL-124 – Managing Member Participation in WSC Training
 - POL-125 – Managing Limited Teleservice by Members
 - POL-130 – Managing Member Conduct
 - POL-131 – Managing Member Appearance and Use of Service Gear
 - POL-133 – Managing Member Accidents-Injuries
 - POL-140 – Managing Reasonable Accommodation Requests for Members
 - POL-141 – Handling Compelling Personal Circumstances Requests
 - POL-150 – Managing Member Transfers
 - POL-155 – Refilling Positions
 - POL-160 – Managing Member Deployment for Disaster Response
10. Establish and impart safety guidelines and rules that ensure the well-being of the Member(s) and participants.
11. Ensure Sponsoring Organization has current Drug-Free Work Place and Non-Discrimination Policies, and these are shared and made available to Member(s).

12. Ensure that Member(s) provides direct service in accordance with the position description.
 - Ensure any changes to duties are updated on the *Member Position Description* form and immediately sent to WSC.
 - Administrative and/or janitorial duties that are directly related to and are necessary to reach the Member's service goals, will be allowed. However, administrative and/or janitorial duties that support general organizational goals are not allowed.
13. Ensure that service activities do not displace or supplant employees. Service activities and project must expand or enhance the organization's impact, not simply sustain a service or work of the organization.
14. AmeriCorps positions are unique and limited in scope. If the Sponsoring Organization ascertains that the Member's position is the same or substantially similar to that of union-represented employees of the Sponsoring Organization or service site, the Sponsoring Organization must obtain and provide written concurrence of the AmeriCorps placement from the local labor organization.
15. Ensure accuracy of Member's service.
 - Monitor Member(s) service hours to ensure that the Member is serving an average of at least 40 hours a week for the full term of service, and is on track to complete the required minimum service hours indicated in the Member Service Agreement.
 - Members must get adequate breaks according to the Member Service Agreement. This includes a lunch break of at least 30 minutes.
 - Monitor timesheets for accuracy and to ensure Member(s) do not exceed the percentage of time allowed in training (20%) and fundraising (10%).
 - Project staff will approve all member electronic timesheets through the WSC electronic timesheet system no later than five (5) business days after the end of each semi-monthly living allowance payment period.
 - No hours can be granted for service out of state (disaster deployment may be only consideration).
 - Member training out-of-state can only occur with prior WSC approval.
 - Generally, no hours can be granted for out-of-country trainings. In rare cases, this may be allowed with prior written approval of WSC.
 - No hours can be performed prior to the first day of the term of service.
 - No hours can be performed after the last day of the term of service.
16. Ensure that Member(s) do not participate in any activities which are not allowable under CNCS regulations and guidance.
17. Communicate to Member(s) that they must be available to serve the hours needed by the project including any weekend and evening service activities.
18. Ensure AmeriCorps Member(s) wear AmeriCorps gear daily while serving.

19. Prominently display WSC logo on Sponsoring Organization's website, and marketing or educational materials produced by the Sponsoring Organization to be used in promotion of the AmeriCorps position or project.
20. Ensure service site has the WSC and AmeriCorps*State logos visibly posted as follows:
 - In a prominent location visible to staff and customers where member serves: sign with WSC logo, AmeriCorps logo, and "AmeriCorps Member Serves Here".
 - At the entrances to the building where Member serves: sign with WSC logo, AmeriCorps logo, and (optional) service site name.
 - On the service site's website with a link to information about the Washington Service Corps and Washington Reading Corps.
21. Prominently display signage provided by WSC (or its equivalent) at the Member's service site listing AmeriCorps prohibited activities (reference Section 29(A), *Prohibited Activities*).
22. When communicating with customers, stakeholders, Legislative Representatives, or media about the program a Member is serving in, the Sponsoring Organization and any Member service site will identify the roles of both the Washington Service Corps and AmeriCorps in the project. For example: "As part of the Washington Service Corps, the AmeriCorps Members serving at (organization name)....."
23. If the Member is reimbursed for use of a personal vehicle in the performance of their service duties, require and retain member's proof of valid driver's license and current proof of vehicle insurance.
24. Participate in the following types of monitoring/audits from federal or state WSC program partners:
 - Desk review of program documents by WSC Site and Member Services Coordinator or an authorized representative.
 - On-site monitoring/audit process by WSC Site and Member Services Coordinator or an authorized representative. This includes allowing access to member or program files, documents and materials; as well as access to members and staff for interviews.
 - Scheduled programmatic visits as requested by WSC state program/funding partners (such as Serve Washington, CNCS, or Washington State Employment Security Department).
25. Host scheduled programmatic visits as requested by WSC Site & Member Services Coordinator or authorized partner/stakeholder related to the program.
26. In the event of any change to the information regarding the Sponsoring Organization, notify the WSC Site & Member Services Coordinator within ten (10) working days.
27. Ensure that AmeriCorps Member eligibility verification is met.

28. Ensure that AmeriCorps Member(s) do not accept or solicit monetary or other service site compensation from the Sponsoring Organization or in addition to their WSC stipend or living allowance while serving as a Member of the WSC.

Section II - Recruitment and Enrollment of AmeriCorps Member(s)

1. Conduct recruitment, interviews, and selection of Members according to guidance provided by WSC.
2. Comply with WSC criminal history check requirements as identified in guidance including, but not limited to, WSC policy #POL-110. Comply with other criminal history check requirements that may be developed and required throughout the program year to maintain CNCS compliance.
3. Submit all required Member enrollment documents to WSC by the required date. The enrollment documents must be complete, accurate, and approved in advance by WSC.

Section III - Oversight of WSC Project and Support of AmeriCorps Member(s)

1. At the time of enrollment of Member(s), identify staff persons from the Sponsoring Organization who are to provide oversight and support of the Member(s).
 - Identify a Sponsoring Organization staff to be the primary point of contact for the AmeriCorps project.
 - Identify a service site staff to provide primary oversight and support for the Member(s) at the service site location.
 - Identify backup staff to provide oversight and support to the member when the primary staff is not available.
2. In the event of a change in site staff, follow WSC policy #POL-105.
3. Orient any new site staff to their AmeriCorps duties and ensure they review this Contract, the WSC Member Service Agreement, and the policies & guidance materials on the WSC website.
4. Update Member position descriptions as necessary and submit signed forms to WSC for approval. Changes in Member's service site, schedule, or duties require an amended position description. If the WSC becomes aware of any change without prior approval, it may result in the removal of the member from the Sponsoring Organization.
5. Ensure Member's site staff completes core required trainings provided by WSC, and any other WSC-required training offered throughout the program year, which may be offered virtually through eLearning, synchronous virtual training or in-person instructor led events. Failure to complete required training will be considered a non-compliance issue, subject to Section 37, *Termination, Suspension and Remedies*, and may jeopardize future placements of WSC AmeriCorps Members with the Sponsoring Organization.

6. Ensure that site staff follow professional standards in its oversight of Members in alignment with WSC training and policy. All Members should be treated with professionalism, respect and given opportunities to learn through their experience. Failure to adequately oversee Members in alignment with WSC policy and WSC site staff training will be considered a non-compliance issue, subject to Section 37, *Termination, Suspension and Remedies*, and may jeopardize future placements of WSC AmeriCorps Members with the Sponsoring Organization.
7. Orient Member(s) to AmeriCorps, WSC, the Sponsoring Organization, service site, the community demographics and client base, and the service they will provide. Ensure Member(s) are made aware of and understand the Prohibited Activities, as well as policies and procedures of WSC, the Sponsor Organization and Sub-Service Site.
8. Ensure Member(s) are aware of safety measures and procedures of the Sponsoring Organization and Sub-Service Site.
9. Provide Member access to project documents, to include but not limited to Member Service Agreement, Request for Application, Contract and Exhibits, Performance Plan, etc.
10. Inform Member(s) about Sponsoring Organization rules of conduct and appropriate behavior, including procedures for communicating service hours and absences. Provide Member(s) with policy manuals and/or handbooks, and include organizational chart for Sponsoring Organization.
11. Introduce Member(s) to other Sponsoring Organization staff and include Member(s) in appropriate Sponsoring Organization functions. Orient the service site staff to the Member and the duties, as well as the differences between an AmeriCorps member and staff.
12. Facilitate the development of a team environment where Members are part of the service site team contributing to the mission of the organization through direct service to beneficiaries.
13. Provide appropriate tools and equipment for the Member(s) to perform service and to communicate with WSC.
14. Recognize and support distinct roles and responsibilities of the Member(s) as outlined in the Member's position description. If the service site has closures (e.g. school breaks) throughout the year, incorporate plans for alternate service activities during these closures.
15. Provide oversight of the Member's progress and skill development, including Member's participation in required site and WSC training.
16. Ensure Member(s) serve on Martin Luther King Jr. National Day of Service and any other day(s) communicated in advance by WSC as a required day of service or special initiative, and encourage participation in other days of national service which occur during the term of service.

17. Communicate within one (1) business day with WSC Site & Member Services Coordinator regarding Member(s) performance issues or other program concerns.
18. Document Member performance/personnel issues in writing, including actions taken toward resolution.
 - Forward documentation to WSC within one (1) business day to ensure proper documentation for Member file.
 - Obtain WSC approval prior to taking action to remove or transfer a Member.
19. Follow Member discipline procedures as outlined in the Member Service Agreement and WSC policy #POL-130.
 - Work with the WSC Site & Member Services Coordinator if there are any service site policy conflicts or different approaches. These are to be coordinated for clear and consistent messages to Member(s), should disciplinary issues emerge.
 - Please also refer to Section 12, *Order of Precedence*, as contained within this Contract.
20. If the Sponsoring Organization fails to follow required WSC member progressive discipline (as noted in the Member Service Agreement & WSC Policy #POL-130) and subsequently terminates the Member from service, and the Member's grievance hearing grants the former Member a pro-rated education award, the Sponsoring Organization will repay the pro-rated education award amount to WSC.
21. Use retention strategies to ensure Member(s) successfully completes their full term of service.
22. If the Sponsoring Organization, or one of its Sub-Service Sites, hires a Member as an employee before the completion of that Member's agreed-upon term of service, the WSC may elect not to place another Member with the Sponsoring Organization or the Sub-Service Site in the future.
23. If a Member indicates the intent to leave their service early, the Sponsoring Organization will:
 - Troubleshoot reasons for exit with Member and WSC in efforts to retain Member.
 - If Member still decides to terminate service early, work with the Member to complete all WSC-required exit documentation, per the checklist on WSC website, prior to the Member leaving service.
24. Members may not serve in other positions or be under a work, pay or reimbursement agreement or contract for performing work within the Sponsoring Organization or Sub-Service Site while under current WSC Member Service Agreement.

Section IV - Performance Measures and Reporting

1. Collaborate with WSC and the Member(s) to develop a well-defined project that has clear goals and objectives in accordance with the Member's position description and the Request for Application (incorporated by reference).

Once project plan is approved, any adjustments or revisions need prior written approval by WSC.

2. Ensure performance objectives are quantifiable and demonstrate the impact of the Member's service in one of the focus areas, as defined in application and negotiated in writing with WSC.
3. Implement data tracking tools, as agreed-upon by WSC, to use for collecting data on the performance objectives negotiated following award notification.
4. Complete Performance Plan and Data Collection Strategy documents, with tools, assessments and surveys included, following award notification and negotiation and submit by the required deadline stipulated in the 2020-21 Request for Application Projected Timeline. WSC will confirm approval and acceptance of the plan.
5. Ensure that the Performance Measure plan, Data Collection Strategy document and the Member's position description are in alignment to meet the agreed upon targets and support the interventions and data collection process.
6. Comply with other records retention requirements that may be developed and required throughout the program year.
7. Submit quarterly progress reports according to the annual calendar provided by WSC, or as requested by WSC, on outputs and outcomes for each performance target as defined in the Performance Measure Plan and Strategy documents and the Member's position description.
 - Upload project site aggregate participant rollup report into the WSC-designated reporting system.
8. Support the Member(s) in reaching the performance goals for volunteer recruitment and training.

Track and report on goals for episodic and ongoing volunteers, hours to be served by volunteers, number of veteran and military family volunteers (if requested), and effective volunteer management strategies.

9. Submit original, signed performance evaluations of the Member twice during the service term (by due dates provided by WSC) using forms provided on the WSC website.
10. Notify WSC of impending scheduled visits by stakeholders such as representatives of the Legislature or Congress, or events or activities that may warrant media support. Follow WSC guidance for media relations and interactions including releases for all pictures.
11. Report AmeriCorps-sponsored activities and events in which stakeholders, legislators or other elected officials are invited to be educated in the effectiveness of the AmeriCorps program.
12. Ensure that Member(s) submit at least one "Story of Service" per quarter (due dates will be communicated by WSC).

13. Submit copies of written or electronic articles that highlight Member(s) and/or AmeriCorps project as they occur.
14. Provide, as requested by WSC, additional performance- and programmatic-related information as needed throughout the program year. This could include response to program impact evaluation surveys, interviews, request for materials, etc.
15. If data sources are external to the Sponsoring Organization, ensure that appropriate/required data sharing agreements are in place with those data sources.
16. Support WSC program evaluation, working with external program evaluator sources as required.

Section V - Career Development/Training

1. Provide adequate training to ensure Member is prepared for the roles and responsibilities of the project.
2. Provide a minimum of two (2) site-specific trainings to Member related to the service position.
 - No more than 20% of Member's total service hours may be spent in training.
 - Training received by Member during orientation does not count toward the site-specific training.
3. Submit all requests for approval of out-of-state training for the Member to the WSC at least two weeks in advance of the training.
4. Support Member(s) in attending WSC training and career development opportunities.
 - Release Member(s) to attend mandatory training events, service projects, and other WSC events including WSC-sponsored regional trainings.
 - Ensure members meet all core training requirements.
5. Ensure Member(s) complete core required trainings provided by WSC, and any other WSC-required training offered throughout the program year. Should the Member(s) fail to complete all WSC-required training offered during the Member's term of service, the Sponsoring Organization will be considered to be non-compliant with the contract terms herein, subject to Section 37, *Termination, Suspension and Remedies* and may jeopardize future placements of WSC AmeriCorps Members with the Sponsoring Organization.
6. Release Member(s) from regular service to respond to disasters in accordance with WSC Policy #POL-160. Out-of-state deployments must meet specific CNCS criteria, and require prior written approval of WSC.

Section VI – Sustainability

1. The AmeriCorps project must support the long-term goals of the Sponsoring Organization, and the Sponsoring Organization must be committed to the project.
2. The project must be designed to yield results beyond the Member(s) term of service.

3. The Member(s) position is to enhance or expand the Sponsoring Organization's service to its clients or participants through the project where the Member(s) will be placed, not to maintain existing programs or replace (supplant) staff.

Section VII – Other Responsibilities

Responsibilities of Washington Service Corps

1. Provide program orientation for Members, Sponsoring Organization contract manager, and project site staff.
2. Provide on-going technical support to Members, Sponsoring Organization contract manager, and project site staff by telephone and/or e-mail, webinars, other technology assisted approaches as available and accessible, and on-site visits as arranged.
3. Communicate expectations and procedures about Member service and performance.
4. Create position listing(s) on MyAmeriCorps.gov on behalf of the Sponsoring Organization, and assist, as necessary, in recruitment of applicants on behalf of the Sponsoring Organization.
5. Conduct desk reviews and on-site monitoring reviews, and issue reports that list findings, concerns and observations. Provide technical assistance to the Sponsoring Organization and Members to complete corrective action.
6. Ensure oversight of electronic timesheets for each Member, and maintain the official permanent Member file.
7. Process Member living allowance for payment on the 5th and the 20th of each month.
8. Provide State Industrial Insurance (aka Worker's Compensation) coverage for Members.
9. Provide Medical Insurance coverage for the AmeriCorps Member(s) who do not already have coverage.
10. Provide Sponsoring Organizations with WSC/AmeriCorps logo posters to post in a prominent location.
11. Provide Members with basic AmeriCorps gear.
12. Provide training and development opportunities to Members.

AmeriCorps Member Placement PY 2021-22

CNCS ASSURANCES AND CERTIFICATIONS

Exhibit B

ASSURANCES

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant:

- Has the legal authority to apply for federal assistance, and the institutional, managerial, and financial capability (including funds sufficient to pay the non-federal share of project costs) to ensure proper planning, management, and completion of the project described in this application.
- Will give the Corporation for National and Community Service (CNCS), the CNCS Inspector General, the Comptroller General of the United States, and if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
- Will initiate and complete the activities described in the application within the applicable time frame after receipt of CNCS's approval.
- Will comply with all federal statutes relating to nondiscrimination, including any self-evaluation requirements. These include but are not limited to:
 1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d *et seq.*), which prohibits federal grantees from discriminating on the basis of race, color, or national origin;
 2. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in an educational program or activity that receives or benefits from federal financial assistance;
 3. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits federal grantees from discriminating on the basis of disability;
 4. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits the exclusion of any person on the basis of age from participating in any program or activity receiving federal financial assistance;
 5. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 *et seq.*), as amended, relating to nondiscrimination in the sale, rental or financing of dwellings provided in whole or in part with the aid of CNCS funding;
 6. Any other nondiscrimination provisions in the National and Community Service Act of 1990, as amended (NCSA), or the Domestic Volunteer Service Act of 1973, as amended (DVSA); and
 7. The requirements of any other nondiscrimination statute(s) which may apply to the application.

- Will comply with section 543 of the Public Health Service Act of 1912 (42 U.S.C. 290dd-2), as amended, relating to confidentiality of alcohol and drug abuse patient records.
- If a governmental entity -
 1. Will comply with the requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 2601 *et seq.*), which govern the treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs, and
 2. Will comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7324-7328), which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
- Will assist CNCS in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. 469a-l *et seq.*).
- Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and 2 CFR Part 200, Subpart F.
- Will, when issuing statements, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with CNCS funds, 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) percentage and dollar amount of the total costs of the project or program that will be financed by non-governmental sources.
- Will not provide any CNCS funding to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations, or successors.
- Will comply with all applicable requirements of all other federal laws, executive orders, regulations, application guidelines, and policies governing the program under which the application is filed.
- Will comply with all rules regarding prohibited activities, including those stated in applicable Notice, grant provisions, and program regulations, and will ensure that no assistance made available by the CNCS will be used to support any such prohibited activities.
- Will comply with the nondiscrimination provisions in the NCSA, which provide that an individual with responsibility for the operation of a project or program that receives assistance under the NCSA shall not discriminate against a participant in, or member of the staff of, such project or program on the basis of race, color, national origin, sex, age, political affiliation, disability, or religion.
- (NOTE: the prohibition on religious discrimination does not apply to the employment of any staff member paid with non-CNCS funds or paid with CNCS funds but employed with the applicant organization prior to or on the date the grant was awarded. If your organization is a faith-based organization that makes hiring decisions on the basis of religious belief, your organization may be entitled, under the Religious Freedom Restoration Act, 42 U.S.C. § 2000bb, to receive federal funds and yet maintain that hiring practice, even though the NCSA includes a restriction on religious discrimination in employment of staff hired to work on a CNCS-funded project and paid with CNCS

grant funds. (42 U.S.C. § 5057(c)). For the circumstances under which this may occur, please see the document "Effect of the Religious Freedom Restoration Act on Faith-Based Applicants for Grants" at: <https://www.justice.gov/archive/fbci/effect-rfra.pdf>.

- Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served, the municipality and government of the county (if appropriate) in which the community is located, and potential participants in the program; and (2) community-based agencies with a demonstrated record of experience in providing services and local labor organizations representing employees of service sponsors, if these entities exist in the area to be served by the program;
- Will, prior to the placement of participants, consult with the appropriate local labor organization, if any, representing employees in the area who are engaged in the same or similar work as that proposed to be carried out by an AmeriCorps program, to ensure compliance with the non-displacement requirements specified in section 177 of the NCSA;
- Will, in the case of an AmeriCorps program that is not funded through a state, consult with and coordinate activities with the State Commission for the state in which the program operates;
- Will ensure that any national service program carried out by the applicant using assistance provided under section 121 of the NCSA and any national service program supported by a grant made by the applicant using such assistance will address unmet human, educational, environmental, or public safety needs through services that provide a direct benefit to the community in which the service is performed;
- Will comply with the non-duplication and non-displacement requirements set out in section 177 of the NCSA, and in CNCS's regulations at 45 CFR § 2540.100;
- Will comply with the grievance procedure requirements as set out in section 176(f) of the NSCA and in CNCS's regulations at 45 CFR § 2540.230;
- Will provide participants in the national service program with the training, skills, and knowledge necessary for the projects that participants are called upon to perform;
- Will provide support services to participants, such as information regarding G.E.D. attainment and post-service employment, and, if appropriate, opportunities for participants to reflect on their service experiences;
- Will arrange for an independent evaluation of any national service program that is carried out using assistance provided to the applicant under section 121 of the NCSA and 45 C.F.R. Part 2522, Subpart E; or, with the approval of CNCS, conduct an internal evaluation of the program;
- Will apply measurable performance goals and evaluation methods, which are to be used as part of such evaluation to determine the program's impact on communities and persons served by the program, on participants who take part in the projects, and in other such areas as required by CNCS;
- Will ensure the provision of a living allowance and other benefits to participants as required by CNCS;
- Has not violated a federal criminal statute;

- If a state applicant, will ensure that the state subgrants that will be used to support national service programs are selected in conformance with the requirements of the NCSA;
- If a state applicant, will seek to ensure an equitable allocation within the state of assistance and approved national service positions, taking into consideration such factors as the locations of the programs, population density, and economic distress;
- If a state applicant, will ensure that not less than 60% of the assistance will be used to make grants to support national service programs other than those carried out by a state agency, unless CNCS approves otherwise based upon the state applicant not having a sufficient number of acceptable applications to meet the 60% threshold.

CERTIFICATIONS

The certifications set out below are material representations upon which the Corporation for National and Community Service (CNCS) will rely when it determines to award a grant. False certification, or violation of the certification, may be grounds for suspension of payments, suspension or termination of grants, or government-wide suspension or debarment (see 2 CFR Part 180, Subparts G and H).

Certification – Debarment, Suspension, and Other Responsibility Matters

This certification is required by OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement), 2 CFR Part 180, Section 180.335, *What information must I provide before entering into a covered transaction with a Federal agency?*

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the applicant nor its principals:

- Is presently excluded or disqualified;
- Has been convicted within the preceding three years of any of the offenses listed in 2 CFR § 180.800(a) or had a civil judgment rendered against it for one of those offenses within that time period;
- Is presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with, commission or any of the offenses listed in 2 CFR § 180.800(a); or
- Has had one or more public transactions (federal, state, or local) terminated within the preceding three years for cause or default.

Certification – Drug Free Workplace

This certification is required by section 184 of the NCSA (42 U.S.C. 12644), sections 5150-5160 of the Drug-Free Workplace Act of 1988 (41 U.S.C. 8101-8106), and CNCS's implementing regulations at 2 CFR Part 2245, Subpart B. Under these authorities, grantees must certify, prior to award, that they will make a good faith effort, on a continuing basis, to maintain a drug-free workplace.

As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that the applicant will provide a drug-free workplace by:

- A. Publishing a drug-free workplace statement that:
 1. Notifies employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace;
 2. Specifies the actions that the grantee will take against employees for violating that prohibition; and
 3. Informs employees that, as a condition of employment under any award, each employee will abide by the terms of the statement and notify the grantee in writing if the employee is convicted for a violation of a criminal drug statute occurring in the workplace within five days of the conviction;
- B. Requiring that a copy of the statement described in paragraph (A) be given to each employee who will be engaged in the performance of any federal award;
- C. Establishing a drug-free awareness program to inform employees about:
 1. The dangers of drug abuse in the workplace;
 2. The grantee's policy of maintaining a drug-free workplace;
 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 4. The penalties that the grantee may impose upon them for drug abuse violations occurring in the workplace;
- D. Providing CNCS, as well as any other federal agency on whose award a convicted employee was working, with written notification within 10 calendar days of learning that an employee has been convicted of a drug violation in the workplace;
- E. Taking one of the following actions within 30 calendar days of learning that an employee has been convicted of a drug violation in the workplace:
 1. Taking appropriate personnel action against the employee, up to and including termination; or
 2. Requiring that the employee participate satisfactorily in a drug abuse assistance or rehabilitation program approved for these purposes by a federal, state, or local health, law enforcement, or other appropriate agency;
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (A) through (E).

Certification – Lobbying Activities

As required by 31 U.S.C. 1352, as the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that:

- No federal appropriated funds have been paid or will be paid, by or on behalf of the applicant, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer of Congress in connection with the awarding of any federal contract, the making of any federal loan, the entering into of any cooperative agreement, or modification of any federal contract, grant, loan, or cooperative agreement;
- If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the applicant will submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

- The applicant will require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.

Certification - Grant Review Process (State Commissions Only)

I certify that in conducting our review process, we have ensured compliance with the National and Community Service Act of 1990, and all state laws and conflict of interest rules.

Certification – Federal Tax Liability

I certify that, if the applicant is a corporation,

- A. The corporation does not have any unpaid federal tax liability—
 1. That has been assessed,
 2. For which all judicial and administrative remedies have been exhausted or have lapsed, and
 3. That is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, or
- B. A federal agency has considered suspension or debarment of the corporation based on the unpaid tax liability and has made a determination that this further action is not necessary to protect the interests of the government.

Certification – Felony Criminal Conviction under Federal Law

I certify that, if the applicant is a corporation,

- A. The corporation has not been convicted of a felony criminal violation under any federal law within the preceding 24 months, or
- B. A federal agency has considered suspension or debarment of the corporation based on that conviction and has made a determination that this further action is not necessary to protect the interests of the government

Certifications – Subgrants and Lower Tiered Nonprocurement Transactions with Excluded or Disqualified Persons (NCSA Subtitle C and Social Innovation Fund applicants only)

Definitions

The terms “debarment,” “suspension,” “excluded,” “disqualified,” “ineligible,” “participant,” “person,” “principal,” “proposal,” and “voluntarily excluded” as used in this document have the meanings set out in 2 CFR Part 180, Subpart I, “Definitions.” A transaction shall be considered a “covered transaction” if it meets the definition in 2 CFR Part 180 Subpart B, “What is a covered transaction?”

Assurance requirement for subgrant and other lower tier nonprocurement agreements

You agree by submitting this proposal that, if we approve your application, in accordance with 2 CFR Part 180 Subpart C, you shall not enter into any lower tier nonprocurement covered transaction with a person without verifying that the person is not excluded or disqualified unless authorized by CNCS.

Assurance inclusion in subgrant agreements

You agree by submitting this proposal that you will obtain an assurance from prospective participants in all lower tier covered nonprocurement transactions and in all solicitations for lower tier covered nonprocurement transactions that the participants will comply with the provisions of 2 CFR Part 180 subparts A, B, C and I.

Notice of error in certification or assurance

You must provide immediate written notice to us if at any time you learn that a certification or assurance was erroneous when submitted or has become erroneous because of changed circumstances.

SAMPLE