



Exhibit I
CONTRACT PROVISIONS
2020-2021

I. PROVIDER AGREEMENTS

A. Compliance

1. The Provider must comply with the requirements of the National and Community Service Act of 1990 and the National and Community Service Trust Act of 1993. The Provider shall also comply with applicable Federal cost principles, administrative, and audit requirements as well as all applicable Florida Statutes (Attachment A). Additionally, the Provider will adhere to all federal statutes, regulations, or other laws related to the Americans with Disabilities Act of 1990, and any amendments thereto.
2. All such requirements are incorporated herein by reference.
3. The Provider will rectify all compliance issues identified by the Commission in writing within the time period set forth by the Commission or all reimbursements will be withheld until the Commission is satisfied all deficiencies have been corrected. Written documentation should include how all noted deficiencies were corrected or an acceptable justification, action plan and timeline of compliance for any deficiencies not corrected within the time period set forth.
4. The Provider further agrees to adhere to the most current policies of the state of Florida as implemented by the Commission and of the federal government. The Provider is responsible for ensuring that all staff, agents, volunteers, or any other individuals or participants acting on behalf of the Provider acts in accordance with all such regulations and policies.

B. Program Training

The Provider must attend the required Volunteer Generation Fund training. The virtual training is scheduled for October 27 – 29, 2020.

C. Budget

The budget for the delivery of services described in the Provider Agreement, (the “**Program Budget**”) as well as a budget narrative is identified in Exhibit II, which is attached hereto and incorporated by reference herein.

1. Match Requirements and Cash or In-Kind Contributions

For the 2020-2021 contract year, match is not required per CNCS authority to issue a blanket waiver under 42 U.S.C. § 12571(e)(4) and consistent with 45 CFR 2521.70 and as referenced in CNCS COVID-19, FAQ #24. The



Commission reserves the right to issue a contract amendment if CNCS requirements change during the contract year.

2. Budget Revisions

Approval must be obtained by the Commission if the Provider intends to adjust a budget line by ten percent (10%) or more of the Provider Budget. The Commission reserves the right to disallow any such revisions. Revisions to the Program Budget must be submitted using the Volunteer Florida Budget Revision Request Form attached hereto as Exhibit V and incorporated herein by reference.

D. Property

The Provider agrees that any purchases in furtherance of the Provider Agreement shall be procured in accordance with the provisions of Florida Statutes §§ 403.7065 and 287.045. To be reimbursed by the Commission for the purchase of any goods to be used in furtherance of the Provider Agreement, which are not identified in the approved Program Budget and have a purchase price equal to or greater than \$1,000, the Provider must obtain prior written approval from the Commission.

E. Program Reports

All programs are required to complete and submit a mid- contract year and final report (“Program Reports”) during the term of the Provider Agreement via a format approved by the Commission (Exhibit VI). The mid-cycle Program Reports shall be submitted by the Provider no later than April 15, 2021, to cover the period of October 1, 2020 - March 31, 2021. The final report shall be submitted by the Provider no later than October 12, 2021 to cover the period of April 1- September 30, 2021. Notwithstanding, the Commission reserves the right to require Providers to submit any Program Report at any point during the term of the Provider Agreement.

F. Other Reports

The Provider agrees to provide other reports as may be requested by the Commission.

1. Fiscal Online Training

The Provider must submit certification of completion of the online [CNCS Key Concepts of Financial and Grants Management](#) training located on the CNCS Resource Center website within forty-five (45) days of the Effective Date. Please use the link <http://cncsonlinecourses.litmos.com/self-signup> and token code CNCS-Litmos to set up your Litmos account. The Program Contact, as identified herein, must complete this online course. If the Provider fails to complete this online course the Commission reserves the right to withhold payment.

2. National Criminal History Checks Online Training. The Provider must submit certification of completion of the online [CNCS National Service Criminal History Checks](#) training located on the CNCS Knowledge Network website within forty-five (45) days of the Effective Date. Please use the link <http://cncsonlinecourses.litmos.com/self-signup> and token code CNCS Litmos to set up your Litmos account. The Program Contact, as identified herein, must complete this online course. Confirmation of completion should be submitted as a grant requirement prior to the first Reimbursement Invoice, as defined below. If the Provider fails to complete this online course the Commission reserves the right to withhold payment.

3. The Provider must submit certification of completion (Exhibit IX) within forty-five (45) days of the Effective Date. Confirmation of completion should be submitted with the first Reimbursement Invoice, as defined below. If the Provider fails to complete this online course the Commission reserves the right to withhold payment.

4. Periodic Expense Reports for Reimbursement

The Provider will submit to the Commission a monthly invoice using the Reimbursement Invoice Form attached hereto as Exhibit IV and incorporated herein by reference (the “**Reimbursement Invoice**”). All Reimbursement Invoices, are due 15 days after the end of the period of the report. If circumstances occur delaying the Reimbursement Invoice, an explanation should be sent in writing, electronically, to the Commission before the Reimbursement Invoice is due (the “Notice of Reimbursement Invoice Delay”). If the provider submits invoices late on more than three (3) occasions consecutively, regardless of compliance with the Notice of Reimbursement Delay as described herein, the Commission reserves the right to forfeit payment.

G. Supporting Documentation

The Provider will submit supporting documentation for all expenditures related to performance under the Provider Agreement on a monthly basis. Supporting documentation will include, but not be limited to, timesheets, payroll documentation, invoices, and proof of payments. Errors in the Reimbursement Invoices, or any supporting documentation, will result in delay of payment. The Commission reserves the right to review any documents related to Reimbursement Invoices at any time during the program period.

H. Final Financial Reports for Reimbursement and Close out

The Provider agrees to submit its final Reimbursement Invoice within forty-five (45) calendar days of the ending date of this agreement or the date of agreement termination, whichever is earlier. If the Provider fails to submit the final Reimbursement Invoice within the specified time, all rights to any such payments are forfeited.

I. Partnership Development and Site Agreement

1. The Provider may enter into written agreements with other private and public organizations, as identified in the Funding Application, to cooperate and coordinate the provision of services under the terms of this Provider Agreement.
2. Such partnerships may include, but are not limited to, the following agreements:
 - a. contributions of cash support for the services provided under the terms of this contract;
 - b. contributions of in-kind support for the services provided under the terms of this contract;
 - c. coordination of service activities to prevent duplication of effort;
 - d. training, training space or trainers;
 - e. promotions or public relations; and

J. Training and Technical Assistance

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

K. Quality Assurance and Evaluation

1. The Provider will track and document progress made toward accomplishing the performance measures identified in the Provider's application for funding and specific deliverables of this Provider Agreement.
2. The Provider agrees to facilitate, conduct and participate in technical assistance, external reviews, and other continuous improvement activities related to these services.
3. To be assured of satisfactory performance of the terms and conditions of the Provider Agreement, the Provider agrees to permit persons duly authorized by the Commission to inspect any records, papers, documents, facilities,

goods and services of the Provider that are relevant to this contract, or to interview any clients, employees, volunteers, or any other parties affiliated with the Provider upon reasonable notice. This includes the Commission's right to conduct on-site visits of the Provider's offices and any location where the Provider is providing goods or services pursuant to the Provider Agreement. The Provider specifically agrees to assure that financial records will be subject, at all reasonable times, to inspection, review or audit by Commission personnel or individuals authorized by the Commission.

4. The Provider will facilitate contact with community agencies or individuals for the Commission or its consultants.

L. Records and Documentation

1. The Provider agrees to maintain records of deliverables, including reports and program and participant data; financial records, supporting documents, statistical records and any other documents (including electronic storage media) arising out of this Provider Agreement for a period of six (6) years after termination of this Provider Agreement. If an audit has been initiated and audit findings have not been resolved at the end of six (6) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this subcontract.

2. The Provider agrees to allow public access to all documents, papers, letters, or other materials subject to the provisions of Florida statutes, including, but not limited to, Chapter 119, Fla. Stat., made or received by the Provider in conjunction with the Provider Agreement. The Provider's refusal to comply with this provision will constitute a breach of contract.

a. Safeguarding Information

The Provider agrees not to use or disclose information concerning a recipient of services under this agreement for any purpose not in conformity with any Florida statutes, including, but not limited to Chapter 119, Fla. Stat., or federal regulations, including, but not limited to 45 CFR, Part 205.50, except upon written consent of the recipient or the recipient's responsible parent or guardian when authorized by law.

b. Assignments and Subcontracts

The Provider may not assign this Provider Agreement, or subcontract any portion of the work contemplated under this Provider Agreement without prior written approval of the Commission. No such approval by the Commission will be deemed in any manner to provide for the incurrence of any obligation of the Commission in



addition to the total dollar amount agreed upon in this contract. All such assignments or subcontracts will be subject to the terms and conditions of this Provider Agreement, and any other obligations the Commission may require.

c. Indemnification

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

d. Incident Reporting

In compliance with all applicable Florida Statutes, including, but not limited to Chapter 415, Fla. Stat., 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 (800-9622873).

M. Insurance

The Provider agrees to provide adequate liability, 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, if not already provided.

N. Sponsorship

1. The Provider agrees to, in publicizing, advertising, or describing the sponsorship of a program funded wholly or in part by the Commission, state "Sponsored by --- and Volunteer Florida". If the sponsorship reference is in written material, the words "Volunteer Florida" shall appear in the same size letter or type as the name of the Provider.
2. The Provider agrees to incorporate the Volunteer Florida logo as appropriate on all letterhead, brochures, newsletters, business cards, stationery, posters, flyers, and other written and pictorial communication media for all programs funded wholly or in part by the Commission.
3. The Provider agrees to notify the External Affairs Director of Volunteer Florida as soon as possible when engaging in contact with the media; and to provide the Commission's tag line to all media contacts for all programs funded wholly or in part by the Commission.
 - a. Volunteer Florida is Florida's lead agency for volunteerism and national service, administering more than \$43 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: www.volunteerflorida.org.

O. Conflict of Interest

The Provider shall affirm that neither the Provider, nor any of its directors, officers, members or employees has any interest nor shall acquire any interest, either directly or indirectly, which would conflict in any manner or degree with performance of the



service hereunder. The Provider further agrees that in the performance of the Provider Agreement, no person having such interest shall be employed by the Provider.

P. 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 Agreement

A. Reimbursements

Complete and accurate Reimbursement Invoices will be processed by the Commission within forty-five (45) days after receipt of the invoice. Failure to submit a timely or accurate invoice will result in monthly payments being withheld or delayed.

B. Technical Assistance

In those instances where the Commission is unable to provide direct technical assistance to the Provider, the Commission will assist the Provider in obtaining any necessary technical assistance and training as determined by the Commission to be necessary for proper performance by the Provider under this Provider Agreement.

C. Site Visits

Following any quality assurance or continuous improvement review, the Commission will deliver in a timely fashion to the Provider a written report with comments and recommendations regarding the manner in which services are being provided.

D. Contract Continuation

Not applicable.

Attachment A

Federal and State Statutes and Rules Reference Guide

Title 2 Subtitle A Chapter II [PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS](#) 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—REQUIREMENTS FOR DRUG-FREE WORKPLACE \(FINANCIAL ASSISTANCE\)](#) 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 [PART 18—NEW RESTRICTIONS ON LOBBYING](#) Disbursement of grants and aids appropriations for lobbying prohibited.

The Privacy Act of 1974, [5 U.S.C. 552a - Records maintained on individuals](#) 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.

[National and Community Service Act of 1990](#) to enhance national and community service and for other purposes.

[National and Community Service Trust Act of 1993](#) 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 [119.07](#) 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 [215.4725](#) 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 [216.347](#) Disbursement of grants and aids appropriations for lobbying prohibited.