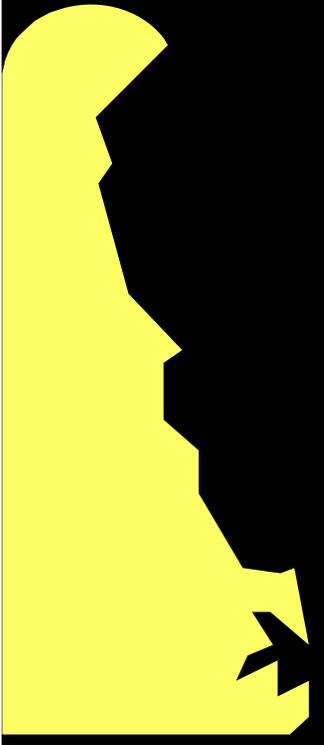


DELAWARE



The Governor's Commission on Community & Volunteer Service

2007 AmeriCorps*State Guidelines



Corporation for
**NATIONAL &
COMMUNITY
SERVICE** 

http://www.americorps.org/pdf/06_0618_nofa_ac_instructions.pdf
http://www.americorps.org/pdf/06_0618_nofa_ac.pdf



Date Due: January 9, 2007
11:00 a.m. LOCAL TIME

PSCO-721

*Delaware Health and Social Services
Division of Management Services
Procurement Branch
Herman M. Holloway Sr. Campus
1901 N. DuPont Highway
New Castle, Delaware 19720*

expiration date: 01/09/2007, 11 am local time



DELAWARE HEALTH
AND SOCIAL SERVICES
DIVISION OF MANAGEMENT
SERVICES
1901 N. DuPont Highway
New Castle, DE 19720

REQUEST FOR PROPOSAL NO. PSC0-721

FOR

**2006 STATE AMERICORPS PROJECT(S),
THE GOVERNOR'S COMMISSION ON COMMUNITY AND VOLUNTEER SERVICE**

FOR

**DIVISION OF STATE SERVICE CENTERS OFFICE OF VOLUNTEERISM
HERMAN M. HOLLOWAY SR. CAMPUS
1901 N. DUPONT HIGHWAY
NEW CASTLE, DE 19720**

Deposit	Waived
Performance Bond	Waived

**Date Due: January 9, 2007
11:00 a.m. LOCAL TIME**

A mandatory pre-bid meeting will be held on December 1, 2006 from 9:30am until 11:30am at Delaware Technical & Community College, Terry Campus, Corporate Training Center, Dover, DE.

The information session, attendance optional, will be held on November 20, 2006 from 9:30am until 11:30am at Delaware Technical & Community College, Terry Campus, Corporate Training Center, Dover, DE.

Questions can be sent to Kathleen Perkins at kathleen.perkins@state.de.us no later than January 2, 2005. Responses will be posted on the website on January 5, 2007.

DELAWARE HEALTH AND SOCIAL SERVICES
DIVISION OF MANAGEMENT SERVICES
PROCUREMENT BRANCH
HERMAN M. HOLLOWAY SR. CAMPUS
1901 N. DUPONT HIGHWAY
NEW CASTLE, DELAWARE 19720

REQUEST FOR PROPOSAL #PSC0-721

Sealed proposals for 2007 State AmeriCorps Project(s), The Governor's Commission on Community and Volunteer Service, for Delaware Health and Social Services, Division of State Service Centers Office of Volunteerism, Herman M. Holloway Sr. Campus, 1901 N. DuPont Highway, New Castle, DE 19720 will be received by Delaware Health and Social Services, Herman M. Holloway Sr. Campus, Procurement Branch, Main Administration Building, South Loop, Second Floor, Room #259, 1901 North DuPont Highway, New Castle, Delaware 19720, until 11:00 a.m. local time, on January 9, 2007, at which time the proposals will be opened and read. Please include an original and three (3) copies of your proposal.

A mandatory pre-bid meeting will be held on December 1, 2006 from 9:30am until 11:30am at Delaware Technical & Community College, Terry Campus, Corporate Training Room, Dover, DE.

The information session, attendance optional, will be held on November 20, 2005 from 10:00 a.m. until 12 noon at the Delaware Technical & Community College, Terry Campus, Corporate Training Center, Dover, DE.

Questions can be sent to Kathleen Perkins at kathleen.perkins@state.de.us no later than January 2, 2007. Responses will be posted on the website on January 5, 2007.

For further information concerning this RFP, please contact Kathleen Perkins at (302) 255-9677.

All RFP-PSCs can be obtained online at <http://www.state.de.us/dhss/rfp/dhssrfp/htm>. A brief "Letter of Interest" must be submitted with your proposal (see Appendix A). Specifications and administration procedures may be obtained at the above office or phone (302) 255-9290.

NOTE TO VENDORS: Your proposal must be signed and all information on the signature page completed.

If you do not intend to submit a bid and you wish to be kept on our mailing list you are required to return the face sheet with "NO BID" stated on the front with your company's name, address and signature.

IMPORTANT: ALL PROPOSALS MUST HAVE OUR SEVEN-DIGIT PSC# NUMBER ON THE OUTSIDE ENVELOPE. IF THIS NUMBER IS OMITTED YOUR PROPOSAL WILL IMMEDIATELY BE REJECTED.

FOR FURTHER BIDDING INFORMATION PLEASE CONTACT:

SANDRA SKELLEY
DELAWARE HEALTH AND SOCIAL SERVICES
PROCUREMENT BRANCH
MAIN BLD-2ND FLOOR –ROOM #259
1901 NORTH DUPONT HIGHWAY
HERMAN M. HOLLOWAY SR. HEALTH AND
SOCIAL SERVICES CAMPUS
NEW CASTLE, DELAWARE 19720

PHONE: (302) 255-9290

This contract resulting from this RFP shall be valid for the period of time as stated in the contract. There will be a ninety (90) day period during which the agency may extend the contract period for renewal if needed.

If a bidder wishes to request a debriefing, they must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor, (South Loop), 1901 North DuPont Highway, Herman M. Holloway Sr., Health and Social Services Campus, New Castle, Delaware 19720, within ten (10) days after receipt of "Notice of Award". The letter must specify reasons for request.

IMPORTANT: DELIVERY INSTRUCTIONS

IT IS THE RESPONSIBILITY OF THE BIDDER TO ENSURE THAT THE PROPOSAL HAS BEEN RECEIVED BY THE DEPARTMENT OF HEALTH AND SOCIAL SERVICES BY THE DEADLINE.



DELAWARE HEALTH AND SOCIAL SERVICES
REQUEST FOR PROPOSAL

CERTIFICATION SHEET

As the official representative for the proposer, I certify on behalf of the agency that:

- a. They are a regular dealer in the services being procured.
- b. They have the ability to fulfill all requirements specified for development within this RFP.
- c. They have independently determined their prices.
- d. They are accurately representing their type of business and affiliations.
- e. They will secure a Delaware Business License.
- f. They have acknowledged that no contingency fees have been paid to obtain award of this contract.
- g. The Prices in this offer have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other contractor or with any competitor;
- h. Unless otherwise required by Law, the prices which have been quoted in this offer have not been knowingly disclosed by the contractor and prior to the award in the case of a negotiated procurement, directly or indirectly to any other contractor or to any competitor; and
- i. No attempt has been made or will be made by the contractor in part to other persons or firm to submit or not to submit an offer for the purpose of restricting competition.
- j. They have not employed or retained any company or person (other than a full-time bona fide employee working solely for the contractor) to solicit or secure this contract, and they have not paid or agreed to pay any company or person (other than a full-time bona fide employee working solely for the contractor) any fee, commission percentage or brokerage fee contingent upon or resulting from the award of this contract.
- k. They (check one) operate ___an individual; ___a Partnership ___a non-profit (501 C-3) organization; ___a not-for-profit organization; or ___for Profit Corporation, incorporated under the laws of the State of _____.
- l. The referenced offerer has neither directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to Delaware Health and Social Services
- m. The referenced bidder agrees that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this invitation to bid including all specifications and special provisions.
- n. They (check one): _____are; _____are not owned or controlled by a parent company. If owned or controlled by a parent company, enter name and address of parent company:

Violations and Penalties:

Each contract entered into by an agency for professional services shall contain a prohibition against contingency fees as follows:

- 1. The firm offering professional services swears that it has not employed or retained any company or person working primarily for the firm offering professional services, to solicit or secure this agreement by improperly influencing the agency or any of its employees in the professional service procurement process.
- 2. The firm offering the professional services has not paid or agreed to pay any person, company, corporation, individual or firm other than a bona fide employee working primarily for the firm offering professional services, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this agreement; and
- 3. For the violation of this provision, the agency shall have the right to terminate the agreement without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

The following conditions are understood and agreed to:

- a. No charges, other than those specified in the cost proposal, are to be levied upon the State as a result of a contract.
- b. The State will have exclusive ownership of all products of this contract unless mutually agreed to in writing at the time a binding contract is executed.

Date

Signature & Title of Official Representative

Type Name of Official Representative

Notification to Bidders

"Bidder shall list all contracts awarded to it or its predecessor firm(s) by the State of Delaware; during the last three years, by State Department, Division, Contact Person (with address/phone number), period of performance and amount. The Evaluation/Selection Review Committee will consider these Additional references and may contact each of these sources. Information regarding bidder performance gathered from these sources may be included in the Committee's deliberations and factored in the final scoring of the bid. Failure to list any contract as required by this paragraph may be grounds for immediate rejection of the bid."



OFFICE OF MINORITY AND WOMEN BUSINESS ENTERPRISE
SELF-CERTIFICATION TRACKING FORM

If your firm wishes to be considered for one of the classifications listed below, this page must be signed, notarized and returned with your proposal.

COMPANY NAME _____

NAME OF AUTHORIZED REPRESENTATIVE (Please print) _____

SIGNATURE _____

COMPANY ADDRESS _____

TELEPHONE # _____

FAX # _____

EMAILADDRESS _____

FEDERAL EI# _____

STATE OF DE BUSINESS LIC# _____

Note: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Delaware Health and Social Services.

Organization Classifications (Please circle)

Women Business Enterprise (WBE) Yes/No

Minority Business Enterprise (MBE) Yes/No

PLEASE CHECK ONE---CORPORATION _____ PARTNERSHIP _____ INDIVIDUAL _____

For certification (WBE), (MBE), (DBE) please apply to Office of Minority & Women Business Enterprise Phone #' (302) 739-4206
Sandy Stumps

Fax# (302) 739-7839 Certification # _____ Certifying Agency _____

<http://www.state.de.us/omwbe>

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 20 _____

NOTARY PUBLIC _____ MY COMMISSION EXPIRES _____

CITY OF _____ COUNTY OF _____ STATE OF _____

Definitions

The following definitions are from the State Office of Minority and Women Business Enterprise.

Women Owned Business Enterprise (WBE):

At least 51% is owned by a women, or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by women; or any business enterprise that is approved or certified as such for purposes of participation in contracts subject to women-owned business enterprise requirements involving federal programs and federal funds.

Minority Business Enterprise (MBE):

At least 51% is owned by minority group members; or in the case of a publicly owned enterprise, a business enterprise in which at least 51% of the voting stock is owned by minority group members; or any business enterprise that is approved or certified as such for purposes of participation in contracts subjects to minority business enterprises requirements involving federal programs and federal funds.

Corporation:

An artificial legal entity treated as an individual, having rights and liabilities distinct from those of the persons of its members, and vested with the capacity to transact business, within the limits of the powers granted by law to the entity.

Partnership:

An agreement under which two or more persons agree to carry on a business, sharing in the profit or losses, but each liable for losses to the extent of his or her personal assets.

Individual:

Self-explanatory

For Certification in one of above bidder must contract:

Sandy Stumps

Office of Minority and Women Business Enterprise

(302) 739-4206

Fax (302) 739-7839

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IMPORTANT NOTICE from CNCS

These application instructions conform to the Corporation for National and Community Service's (the Corporation's) online grant application system, eGrants. The eGrants system is designed to serve the Corporation's applicants and grantees. All Corporation funding announcements are posted on our web site www.cns.gov and at www.grants.gov. We will accept applications through www.grants.gov in the future.

Public Burden Statement: The Paperwork Reduction Act of 1995 requires the Corporation to inform all potential persons who are to respond to this collection of information that such persons are not required to respond unless it displays a currently valid OMB control number. (See 5 CFR 1320.5(b)(2)(i)).

Time Burden: The time required to complete this collection of information is estimated to average 16 hours per applicant, including the time to review instructions; search existing data resources; gather the data needed; and complete and review the information collection.

Use of Information: The information collected constitutes an application to the Corporation for grant funding. The Corporation evaluates the application and makes funding decisions through the Corporation's grant review and selection process.

Effects of Non-Disclosure: Providing this information is voluntary; however, failure to provide the information would not allow the Corporation to assess the applicant's request for funding. Therefore it would not be possible to consider granting funds to the applicant.

Public Comments: Comments on the burden or content of this instrument may be sent to the Corporation for National and Community Service, Attn: Amy Borgstrom, 1201 New York Avenue, N.W. Washington, D.C. 20525.

OMB Control #: 3045-0047

Expiration Date: 4/30/2009

NOTICE OF FEDERAL FUNDING OPPORTUNITY (NOFO)

OVERVIEW

Federal Agency Name: Corporation for National and Community Service

Funding Opportunity Title: AmeriCorps State and National Grants FY 2007

http://www.americorps.org/pdf/06_0618_nofa_ac.pdf

CFDA No.: 94.006

Key Date: January 9, 2007 for State of Delaware Governor's Commission on Community and Volunteer Service AmeriCorps*State Competitive and State Formula programs

Funding Opportunity Description: Subject to the availability of appropriations for fiscal year 2007, the Corporation for National and Community Service (the Corporation) announces the anticipated availability of approximately \$88,000,000 to award to new and re-competing AmeriCorps State and National grants. The Corporation anticipates that at least 15% of the funds described in this *Notice* will support applicants that have not received an AmeriCorps State or National operational grant in the last five years. Applicants that have received only a formula operational grant within the last five years will be considered new for purposes of this 15% target. The Corporation's mission is to improve lives, strengthen communities, and foster civic engagement through service and volunteering. In the FY 2007 competition, we will give special consideration to projects that address one or a combination of four strategic initiatives that meet critical needs of our nation, achieve national service goals, and address community problems:

- 1. Mobilizing more volunteers.**
- 2. Ensuring a brighter future for all of America's youth.**
- 3. Engaging students in communities.**
- 4. Harnessing baby boomers' experience.**

Additional programs and program models that may receive special consideration in the selection process are described in the AmeriCorps regulation § 2522.450

(http://www.nationalservice.gov/pdf/45CFR_chapterXXV.pdf). The Corporation reserves the right to re-focus program dollars in the event of disaster or other compelling need, and will make an announcement in this event.

I. FUNDING OPPORTUNITY DESCRIPTION

A. Funding Program Description

For more than a decade, the Corporation for National and Community Service—through its Senior Corps, AmeriCorps, and Learn and Serve programs—has mobilized a new generation of engaged citizens. This year, more than 1.8 million individuals of all ages and backgrounds will serve through these programs. They will help thousands of national and community nonprofit organizations, faith-based groups, schools, and local agencies meet local needs in education, the environment, public safety, homeland security, and other critical areas. For example, in 2005- 2006, more than 21,000 national service volunteers contributed to hurricane relief and recovery across the country.

AmeriCorps grants are generally awarded to eligible organizations to recruit, train, and manage AmeriCorps members who address unmet community needs. AmeriCorps members are individuals who engage in community service. Members may receive a living allowance during their term of service. Upon successful completion of their service members receive an education award from the National Service Trust.

Roughly three quarters of all AmeriCorps grant funding goes to Governor-appointed state service commissions which award subgrants to nonprofit organizations in their states. These organizations recruit AmeriCorps members to respond to local needs. The Corporation distributes most of the remainder of the grant funding directly to national organizations operating in more than one state.

We will give special consideration to projects that address one or a combination of four strategic initiatives:

1. Mobilizing more volunteers. The Corporation will invest in organizations that can effectively recruit, train, manage, and use volunteers who will ultimately have an impact on the success of their program. We will increase the capacity of faith-based and other community organizations to mobilize volunteers in communities to meet critical needs. We plan to support organizations that develop strong partnerships and collaborations with volunteer centers or other volunteer connector organizations in their service areas.

2. Ensuring a brighter future for all of America’s youth. The Corporation will invest in organizations that provide caring adults as mentors for youth from disadvantaged circumstances, and opportunities for young people from disadvantaged circumstances to serve their communities. We plan to support organizations that recruit and manage at-risk youth serving in National Service Programs, and mentoring efforts, particularly those targeting children of prisoners.

3. Engaging students in communities. The Corporation will invest in organizations that implement effective strategies for connecting their school, faculty, staff, and administration with their communities through service and volunteering. We plan to support K-12 and higher education institutions that effectively incorporate service-learning into their curricula, and the number of college students engaged in community service and service-learning. We will also help colleges and universities expand support for student service.

4. Harnessing baby boomers’ experience. The Corporation will invest in programs that plan to capture the talents, skills, energy, and experience of baby boomers and older Americans to meet local and national needs. We plan to improve the capacity of nonprofits to attract and retain boomers via targeted training and technical assistance. (For more information on these strategic initiatives, please see the Corporation’s Strategic Plan www.nationalservice.gov/about/focus_areas/index.asp. Additional programs and program models that may receive special consideration in the selection process are described in the AmeriCorps regulation § 2522.450. You will note that mobilizing volunteers, youth in disadvantaged circumstances, working with educational institutions, and baby boomers are priorities in the regulation as well as our strategic initiatives. You are encouraged to integrate the priorities and initiatives into your program design, as they logically align with your organizational mission and objectives.

Program requirements are located in the AmeriCorps regulations, 45 CFR §§ 2520 – 2550 (http://www.nationalservice.gov/pdf/45CFR_chapterXXV.pdf). Changes to these regulations can be found in the AmeriCorps rule published in July of 2005 (www.americorps.gov/about/ac/rulemaking.asp). This *Notice of Federal Funding Opportunity (Notice)* should be read together with the regulations and the AmeriCorps application instructions for the program to which you are applying (www.americorps.gov/for_organizations/funding).

Table 1: Program Requirements in the AmeriCorps Regulations

Requirements and Selection	Citation in the AmeriCorps Regulations
Member Service Activities	§§ 2520.20-2520.55
Prohibited Activities	§ 2520.65
Tutoring Programs	§§ 2522.900-2522.950
Matching Funds	§§ 2521.35-2521.90
Member Benefits	§§ 2522.240-2522.250
Calculating Cost Per Member Service Year (MSY)	§ 2522.485
Performance Measures	§§ 2522.500-2522.650
Evaluation	§§ 2522.500-2522.540 and §§2522.700-2522.740
Selection Criteria and Selection Process	§§ 2522.400-2522.485

If there is any inconsistency between the AmeriCorps regulations, this *Notice*, and the Application Instructions, the order of precedence is as follows:

1. AmeriCorps regulations
2. *Notice*
3. Application Instructions

B. Authority

These funds will be available under authority of the National and Community Service Act of 1990 (42 U.S.C. §§12571-12595).

Application Instructions: For 2007 AmeriCorps*State NEW, RECOMPETING PROGRAMS

The following application instructions contain the information that new and re-competing AmeriCorps applicants must provide in their application for the Delaware's Governor's Commission on Community and Volunteer Service for State Competitive and State Formula Commission sponsored programs.

Overview of the Selection Process and Criteria

The Delaware's Governor's Commission on Community and Volunteer Service (hereinafter "the Commission") and the Corporation for National and Community Service (hereinafter "the Corporation" or "CNCS") selects applications for funding using a multi-stage process that includes a review by panels of experts, Commission staff, and approval by the Commissioners of the Delaware Commission. The review by panels of experts includes a Peer Review panel and a Commission Program Oversight Committee panel. These experts are from the community service sector. They may include educators, administrators, former national service participants, and/or specialists in the areas such as the environment, independent senior living, public safety, and education. Because the participants on these panels are outside experts within and without Delaware, do not assume that they are familiar with every current or former AmeriCorps program in the State. Please provide sufficient information in your new and re-competing applications for reviewers who may be unfamiliar with your program.

The Commission's and the Corporation's grant selection process includes the following steps:

1. Determining whether your proposal complies with the application requirements, including deadlines and eligibility requirements.
2. Scoring your application against the basic selection criteria outlined in this AmeriCorps RFP application.

We may conduct interviews to elicit more information concerning your application in person or through conference calls as needed on a case-by-case basis.

Finalists may be asked to briefly meet with the Commissioners and the Commission Staff to present an overview of the proposed project (~10 minutes) and field questions (~5 minutes) on or about January 18, 2007. Finalists will meet with the Commission Program Officer January 19, 2007 to negotiate selected proposals for eGrants submission.

In evaluating the application for funding, reviewers will assess the program design, organizational capability, and the project's cost-effectiveness and budget adequacy. The weights assigned to each category and, if applicable, each sub-category, are listed in the Chart One. Reviewers will measure your application narrative against these criteria, and at these requested weights as outlined in Table One.

Basic Selection Criteria: Categories, Sub-Categories and Respective Weights

Category	Percentage	Sub-Categories and Weights
Program Design	50%	Rationale and Approach – 10% Member Outputs and Outcomes – 20% Community Outputs and Outcomes – 20%
Organizational Capability	25%	<i>No sub-categories</i>
Cost-Effectiveness and Budget Adequacy	25%	Cost-Effectiveness – 15% Budget Adequacy – 10%

General Submission Information

Your application consists of the following components. Please make sure to complete each one.

- I. SF424 Facesheet
- II. Program Model, Design, Location and Focus (select up to three)
- III. Narrative
- IV. Service Categories
- V. Performance Measurements
- VI. Evaluation Summary and Plan
- VII. Additional Required Information
- VIII. Budget
- IX. Authorization, Assurances and Certifications
- X. Survey on Ensuring Equal Opportunity for Applicants (voluntary)

Application Instructions

The information in parentheses in the headings, below, corresponds to eGrants categories. EGrants is the Corporation's electronic grants submission/Grants monitoring database. It is internet accessible. Finalists will be expected to submit the proposal via eGrants. Commission staff will assist each finalist with the eGrants process.

I. SF424 Facesheet (Applicant and Application Information Section)

Complete the Applicant and Application Information sections. (See the instructions and 424 Facesheet in Appendix B.)

II. Program Model, Design, Location and Focus (Application Section)

Please select from each section, I through IV, per the instructions in Appendix C. *This section is particularly important for Commission and Corporation data collection, aggregation and evaluation.*

III. Narrative (Narrative Section)

In this section, precisely describe a well-designed program with a clear and compelling justification for the requested funds. Your narrative should cover a three-year program period. *You will be permitted to submit a Continuation Proposal for up to two years beyond the initial year of funding, contingent upon the continuation of the federal allocation and the grantee's ability to meet performance measures.*

As you complete each section of the Narrative, you must stay within the character limits specified in the table below. Finalists will have to copy and paste their proposals into eGrants.

Narrative Item Maximum	Number of Characters (including spaces and punctuation)
A. Executive Summary	4,000 characters
B. Summary of Accomplishments and Outcomes (if applicable)	8,000 characters
C. Program Design (50%) 1) Rationale and Approach (10%) 2) Member Outputs and Outcomes (20%) 3) Community Outputs and Outcomes (20%)	71,000 characters for Sections C, D, and E combined <i>Important Note: In eGrants, enter text for C, D and E into the fields for Rationale and Approach, Member Outputs and Outcomes, Community Outputs and Outcomes, Organizational Capability, and Cost Effectiveness and Budget Adequacy. Each of these fields has a 32,000 character limit. This allows for some flexibility in how you split your narrative between these fields. You may not exceed 71,000 characters in total for Sections C, D and E combined. Also, note the Narratives Section includes a field for "Amendment Summary". It is used for Continuation grants. Please enter N/A in this field</i>
D. Organizational Capability (25%)	<i>See note above</i>
E. Cost Effectiveness and Budget Adequacy (25%) 1) Cost Effectiveness (15%) 2) Budget Adequacy (10%)	<i>See note above</i>
Total Maximum Number of Characters per Application	83,000

A. EXECUTIVE SUMMARY (4000 characters maximum)

Provide a concise overview of your proposed program that summarizes the purpose, need, planned service activities to address the need, anticipated outcomes, and how you will measure these outcomes. Please include your organization's mission statement. *If you are requesting a waiver from the requirement that you recruit or support volunteers, please note that you are doing so here. (Please see #3, C for a description of 'volunteer recruitment and support'.)*

B. SUMMARY OF ACCOMPLISHMENTS AND OUTCOMES (8000 characters maximum)

1. If the organization currently receives AmeriCorps funds, provide a clear description of the accomplishments, outputs, and outcomes achieved to date in AmeriCorps performance measures for the current year or period.

2. If the organization has received other Corporation program funds of any type within the past three years, list the amounts you have received from each Corporation program.

C. PROGRAM DESIGN (71,000 characters maximum combined with D & E) (50%)

The following sections include elements that will contribute to your successful response to the criteria as articulated in the AmeriCorps regulations. Although they are aligned with the criteria articulated in the AmeriCorps regulations, they are not to be confused with the criteria themselves. The criteria can be found in AmeriCorps regulations, 45 C.F.R. §§ 2522.420 – 2522.448, along with additional information about what reviewers will assess within each category. It is recommended that each applicant review the AmeriCorps regulations http://www.americorps.org/for_organizations/manage/index.asp , the Notice http://www.americorps.org/pdf/06_0618_nofa_ac.pdf , and these Application Instructions before preparing the proposal.

1. Rationale and Approach (10%)

a) Compelling Community Need:

- Describe the compelling community need that will be addressed within the target community.
- Include a description of the identified need and how the need has been documented.
- **If the program will operate at multiple sites,** demonstrate a compelling need in each community served.

b) Description of Activities and Member Roles:

- Provide a detailed description of the activities and how these activities will support the target community need.
- Describe members' roles in these activities and the relevance of the members in addressing the need.

- Explain the program structure, including where members will serve (for example, at the applicant organization or at local service sites).
- Explain how the types of member slots requested (full-time, halftime, quarter-time, etc.) fit the program design; need and activities.
- Describe member compliance with rules on prohibited service activities, including how members will be informed of prohibited activities and monitored for compliance by program staff. (See 45 C.F.R. § 2520.65 for a list of prohibited service activities, as well as other member rules of conduct.

c) Measurable Outputs and Outcomes:

- Describe the measurable outputs and outcomes expected as a result of the program activities.
- *Note: In Section V, Performance Measures, you will develop your measurable outputs and outcomes in more detail. One set of performance measures will be aligned – an output, intermediate outcome, and an end outcome (see Appendix F).*

d) Plan for Self-Assessment and Improvement:

- Describe plans for tracking and evaluating progress toward meeting and achieving performance measures.
- Provide plans for continuous program improvement (i.e. addressing strengths and challenges, resolving program weaknesses and member issues, including a data gathering/data dissemination plan).

e) Community Involvement:

- Describe the target community involvement in identifying community needs and involvement in the program planning process. Please be specific, describe the community involvement of community partners and stakeholders, extent of involvement in the process and any tangible outcome responsibilities (i.e. commitment of funding or goods/services).
- Explain how this program will continue to engage its target community partners and stakeholders throughout a three year program period. Please attempt precision describing partner/stakeholder responsibilities.

f) Relationship to other National and Community Service Programs: Describe the extent to which the program builds on (without duplicating), or reflects collaboration with, other national and community service programs supported by the Commission and/or the Corporation.

g) Potential for Replication:

- Describe the extent to which the program is design may be replicated.
- Discuss any plans or strategies for replication.

2. Member Outputs and Outcomes (20%)

a) Member Recruitment and Recognition:

- Describe in detail plans for recruiting members.

- Describe the criteria that will be used to select your members, including specific qualifications, characteristics, and/or backgrounds.
- Describe strategy(ies) for a Corps that is diverse and that includes members from the target community(ies).
- Explain any activity(ies) that will reward members for service.
- Explain member satisfaction evaluations and methods for utilizing member evaluations.
- Describe member incentives, including opportunities for professional development, educational opportunity or benefit, promotion of esprit de corps, and recognition of member achievements.
- Discuss member retention strategies and strategies to ensure each member completes the term of service.
- **Tutoring programs only:** Describe a strategy for recruiting and selecting members that will comply with AmeriCorps requirements for member tutoring qualifications (see 45 C.F.R. §§2522.900-2522.930).

b) Member Development, Training and Supervision:

- Describe in detail member orientation plans to *AmeriCorps*, the target community, the service site, and to the service duties each member will perform.
- Describe in detail member service site training and ongoing member training throughout the term of service.
- Outline a training timeline. Identify curricula and materials.
- Describe a member supervision plan that ensures members will receive adequate support and guidance throughout the term of service.
- **Tutoring programs only:** Describe how your strategy for training members complies with AmeriCorps requirements for member tutor training (see 45 C.F.R. §§ 2522.940 – 2522.950).

c) Ethic of Service and Civic Responsibility: Describe member training and service-learning activities that include structured opportunities for reflection and learning from service in a conscience effort to promote a lifelong ethic of service and civic responsibility.

d) Member Enrollment and Retention:

- **Current grantees only,** AmeriCorps will review your aggregate enrollment and retention rates, as documented in WBRs.
- Provide an explanation if your enrollment and retention rates are below the Corporation suggested standards of 90/90 (90% enrollment of total slots awarded).

e) Measurable Outputs and Outcomes: Current grantees only, describe success(es) in meeting performance measures for AmeriCorps members, if you have them. Include any applicable AmeriCorps performance measures; outputs and outcomes, and member service completion rates (Corporation recommendations are 90% for all members enrolled).

3. Community Outputs and Outcomes (20%)

a) Community Impact:

- Describe the extent to which your program is meeting targeted, compelling community needs, OR, for **Current grantees only, discuss the extent to which the program:**
- Has met community-based performance measures, including any applicable national performance measures, and outputs and outcomes in previous grants awards, and
- Is continually expanding and increasing its reach and impact in the community.

b) Sustainability:

- Outline plans for ensuring that the impact of the program in the target community is sustainable beyond the presence of federal financial support.
- For example, target community involvement may lead to community investment in the program's continued operation; program diversification may lead to broad support by a range of stakeholders, or strategies for recruiting and supporting volunteers may sustain member initiated activities after the AmeriCorps member services ends.

c) Volunteer Recruitment and Support

- Describe how the program will use volunteers to expand its reach in the target community.
- Include a description of recruitment, support, and recognition of volunteers.
- Estimate the number of community volunteers that will be recruited and the number of hours of service these volunteers will generate. Also, discuss the status of the volunteers; episodic (committing to one-time or occasional events) or ongoing (committing to a regular, ongoing role in the program). If selected for funding, Progress Report will document volunteer recruitment and volunteer hours.
- Describe the role that members will play in the volunteer recruitment and support.
- **Requesting a waiver of the requirement to recruit or support volunteers**, see 45 C.F.R. § 2520.35, must be made in the Executive Summary. Explanation of this request shall be stated in the Program Narrative. The Commission must formally approve any request for a waiver of the volunteer requirement. Finalists will place an explanation of this request in the appropriate eGrants field.

d) Capacity Building:

- Describe how the program will enhance the capacity of the grantee organization, its service sites, and other organizations and institutions important to the target community.
- Explain members' roles in your capacity-building activities.

D. ORGANIZATIONAL CAPABILITY (71,000 characters maximum combined with C & E) (25%)

1. Sound Organizational Structure

a) Ability to Provide Sound Programmatic and Fiscal Oversight:

- Provide a brief history of the organization.

- Describe the organization’s experience in the proposed areas of activity and the organization’s experience operating and overseeing a program comparable to the one proposed in this application. Include specific examples of your prior accomplishments and outcomes.
- Describe your capacity to manage a federal grant with specific match requirements, fiscal and other relevant systems required to successfully comply with an AmeriCorps grant.
- Explain how receiving an AmeriCorps grant will add value to any existing service activities in the target community.
- **If you are proposing a multi-site program or statewide initiative model:**
 - Explain how the program will support and oversee multiple service sites.
 - Describe the process for selecting service sites and ensuring each site has adequate programmatic and financial resources. Include information about how your site selection process incorporates the criteria required by AmeriCorps Regulations. See 45 C.F.R. § 2522.475.
 - Describe current or previous programmatic and funding relationships with the sites, if relevant.
 - Describe plans for monitoring each site’s compliance with fiscal and programmatic regulations.
 - Discuss the coordination of common program elements or activities to ensure that the overall mission and vision for the AmeriCorps program is maintained at each site.

b) Board of Directors, Administrators, and Staff:

- Describe the organization’s management and staff structure and include information as to how the board of directors, agency administrators, and staff will support this program.
- Identify the key program and fiscal positions responsible for proposed program. Describe the background and experience of key staff members, or your plans to recruit, select, train, and support additional staff if necessary. Delineate minimum job requirements for each position.

c) Plan for Self-Assessment or Improvement:

- Describe how the organization undertakes ongoing assessment and improvement of its systems, structure, staffing, and other capacities to ensure that it remains sound and well managed.

d) Plan for Effective Technical Assistance:

- Demonstrate the organization’s ability to provide or secure needed financial and programmatic technical assistance for the program, its staff and members, and its service sites.
- Describe plans for providing financial training and programmatic orientation, supervisory training and technical assistance to the agency staff and service sites.
- Explain identification and response to your program needs and, if applicable service sites’ ongoing training and technical assistance needs.

2. Sound Record of Accomplishment as an Organization

a) Volunteer Generation and Support: Describe how the organization recruits and supports a diverse group of volunteers to increase its organizational capacity (as distinguished from how volunteers are used to expand the reach of the program in the target community).

b) Organizational and Community Leadership:

- Provide examples of demonstrated leadership of the organization in the target community. (For example, describe awards received by the organization or staff, or, describe community participation by the organization in events or staff participation on task forces.)

c) Success in Securing Match Resources: Current grantees only, describe successes and challenges in securing match resources for prior grant awards, including the current grant year.

3. Success in Securing Community Support that Recurs, Expands in Scope, Increases in Amount, and is More Diverse

a) Collaboration:

- Describe any collaborations developed to increase the quality and reach of services the organization is able to provide.
- Discuss the roles that community organizations, including faith-based organizations, play in these collaborations.

b) Local Financial and In-kind Contributions: Discuss examples of how such contributions have continued over time, expanded in scope, increased in amount, or become more diverse.

c) Wide Range of Community Stakeholders:

- Describe the various types of community stakeholders in your organization.
- Discuss examples of how non-financial support from the community stakeholders has continued over time, expanded in scope, increased in amount, or become more diverse.

d) Special Circumstances:

- In applying the organizational capability criteria to each proposal, reviewers may also take into account the following circumstances of individual organizations:
- The age of your organization and its rate of growth; and
- Whether your organization serves a resource-poor community, such as a rural or remote community, a community with a high poverty rate, or a community with a scarcity of philanthropic and corporate resources.
- If you feel that any of these circumstances have an impact on your organizational capability that has not already been discussed, please describe it.

4. Complete and Include the “Is My Organization Ready” Tool (Appendix D).

E. COST EFFECTIVENESS AND BUDGET ADEQUACY (71,000 characters maximum combined with C & D) (25%)

1. Cost Effectiveness (15%)

a) Corporation Cost per Member Service Year (MSY):

- Corporation cost per MSY is determined by dividing the Corporation's share of budgeted grant costs by the number of member service years you are requesting in your grant.
- One MSY is equivalent to 1700 service hours. It does not include child care or the cost of the education award a member may earn through serving with your program.
- The Corporation cost per MSY is automatically calculated when a budget is submitted in eGrants.

b) Diverse Non-Federal Support:

- Demonstrate how the program has or will obtain diverse non-federal resources for program implementation and sustainability.
- Include a discussion of the non-Corporation resource commitments (in-kind and cash) that have been obtained, the additional commitments planned. In the budget, you must list the sources of your match funds.

c) Decreased Reliance on Federal Support: Current grantees only, describe the extent to which share of costs are increasing to meet or exceed program goals, or the extent to which the program deepens its impact or broadens its reach without a commensurate increase in federal costs.

2. Budget Adequacy (10%)

a) Discuss the adequacy of the budget to support your Program Design, including sufficiency to support program activities and direct correlation to performance measurement outputs and outcomes.

IV. Service Categories (Performance Measures Section)

Please select the three service categories that best represent your most significant areas of program activity. See Appendix E.

V. Performance Measures (Performance Measures Section)

It is recommended that before completing Section V, Performance Measures, applicants review 45 C.F.R. §§ 2522.500 –2522.650. The worksheet in Appendix F is provided as a tool to assist in the development of performance measures needed. For example, to create one set of aligned performance measures you would complete three worksheets—one for an output, one for an intermediate outcome and one for an end outcome.

In eGrants, you will align the measures by entering three different Result Types and Result Statements for one Performance Measurement Title. The three Result Types are Output, Intermediate Outcome, and End Outcome. In order to align a set of performance measures in eGrants:

- *First select Add Performance Measure in eGrants.*
- *Enter the Title, the Measure Category, and the Service Category from the pull down menus.*
- *Enter Needs and Activities, and Result Type.*
- *For the Output Result Type, enter a Result Statement, Indicators, Targets, Number or Percentage, Instruments, and Performance Measure Statement.*
- *Then, Add New Result for the Intermediate Outcome, and fill out the pertinent fields.*
- ***Do not Add New Performance Measure in order to add an Intermediate or End Outcome for your aligned measure.***
- *Finally, Add New Result for the End Outcome.*
- *Once you have aligned one set of measures, i.e., completed three Result Types for one Performance Measurement Title, you may continue to Add New Performance Measures as appropriate for your program design.*

When completing the performance measures fields in eGrants, you must enter text into every text field. Enter N/A if any field is Not Applicable. You may also find the Performance Measurement Toolkit, on the Corporation's web site useful in developing your performance measures (http://nationalserviceresources.org/resources/online_pubs/americorps/pmtoolkit.php).

VI. Evaluation and Summary Plan

Beginning in 2007, if you are an existing grantee recompeting for AmeriCorps funds for the first time since the AmeriCorps rule took effect (July, 2005), you must submit a summary of your evaluation efforts or plan to date, or a copy of any evaluation that has been completed, as part of your application for funding. Submit your summary or plan in the Evaluation Summary or Plan Narrative Field in eGrants. If you have a completed evaluation report when recompeting for the first time, submit your report according to the instructions in Section VII., below. If you again compete for AmeriCorps funding after a second three-year grant cycle, you are required to submit your completed evaluation report with your application for funding, according to the instructions in Section VII., below.

VII. Additional Required Information (Documents Section)

A. Audit

If you are a new or recompeting applicant, you must provide your most recent A-133 audit, your organization's financial audit, or your financial statements if you have not had a formal audit.

B. Completed Evaluation Report

Please review 45 CFR §§ 2522.500–2522.540, and §§ 2522.700–2522.740, and the section on Evaluation above.

C. Labor Union Concurrence

If you have employees represented by a local labor organization who are engaged in the same or substantially similar work as that which will be carried out by AmeriCorps members, the applicant must submit the written concurrence of the local labor organization with its application. This requirement applies to any applicant for assistance or approved national service positions to the Corporation, to a state commission, or to a Corporation grantee or subgrantee.

D. Submission Instructions for Additional Documentation

Your audit report, evaluation summary or completed evaluation, and labor union concurrence must be submitted to the Commission, if you are a state applicant.

In eGrants, change the status of the evaluation and audit documents from the default "Not Sent" to the applicable status (Sent, Not Applicable, or Already on File at CNCS).

VII. Budget (Budget Section)

Before you complete Section VII, Budget, please review 45 C.F.R. §§ 2521.35 – 2521.90, for match requirements.

A. PREPARING THE BUDGET

The proposed budget should be sufficient to allow the program to perform the tasks described in the Narrative. Information provided in this section is considered as part of the Cost-Effectiveness and Budget Adequacy component of the selection criteria. Follow the instructions in Appendix G to prepare a detailed budget. It is recommended that this budget is prepared in the same order as the Budget Worksheet in Appendix H (*eGrants will create the budget and the budget narrative automatically from the detailed budget information as entered*).

Budget Preparation:

- All the amounts requested must be defined for a particular purpose. Do not include “miscellaneous,” “contingency” or other undefined budget amounts.
- Do not include unallowable costs.
- Do not include fractional amounts (cents).
- Refer to the NOFA or NOFO and AmeriCorps regulations at www.americorps.gov/for_organizations/funding/nofa and www.americorps.gov/rulemaking

Please refer to the relevant OMB Circulars on allowable costs for further guidance. The OMB circulars are online at www.whitehouse.gov/OMB/circulars.

- A-21 - Cost Principles for Educational Institutions
- A-87 - Cost Principles for State, Local, and Indian Tribal Governments
- A-122 - Cost Principles for Non Profit Organizations

IX. Authorization, Assurances, and Certifications (Authorize and Submit Section)

Read the authorization, assurances, and certifications carefully. Complete each section of the Assurances and Certifications. See Appendix B, 424 Facesheet, # 17 and Appendix J.

Remember to proofread the application.

X. Survey on Ensuring Equal Opportunity for Applicants (voluntary, and only for finalists applying through eGrants)

The Corporation and other federal agencies are collaborating with the White House Office of Faith-Based and Community Initiatives (FBCI) to conduct a survey of organizations that apply for federal funding. The purpose of this voluntary information collection is to compile statistics on the types of organizations that apply to the Corporation for funds, such as number of

employees, budget size, and self-identification as a faith-based/religious organization or a nonreligious community-based organization. This form is for applicants that are nonprofit private organizations (not including private universities). All information from the attached survey will be confidential and the responses will be aggregated in-house for a summary report. Information provided on your form will not be released and will not be considered in any way in making funding decisions. There are two ways to complete the survey: (1) while preparing your application; and (2) after submitting your application.

1) To complete the survey while preparing your application, go to the eGrants Main Menu, click on Enter Survey on Ensuring Equal Opportunity, provide the requested information and submit.

2) If you submit your grant application without completing the survey, a pop-up box will appear and ask you if you would like to complete the survey. You may select Yes, No, or Remind Me Later. If you select “Remind Me Later,” you will be asked to fill in the survey next time you attempt to submit an application to the Corporation for National and Community Service (survey forms and instructions are found in Appendix K, for your edification)

SUBMISSION REQUIREMENTS

2007 AmeriCorps*State RFP Timeline

- 11/06 & 13/06 weeks advertised in News Journal and Dover Post
- 11/20/06 optional Information Meeting (Dover) 9:30 until 11:30am, DTCC-Terry
Campus, Dover DE, Corporate Training Center.
- 11/29/06 mandatory pre-bid meeting (Dover) 9:30 until 11:30am DTCC-Terry
Campus , Dover DE in the Corporate Training Center.
- 1/02/06 last day for questions, posted to website by 01/05/07
- 1/09/07 Proposal due, 11am local time, PSC0-721
*Delaware Health and Social Services
Division of Management Services
Procurement Branch
Herman M. Holloway Sr. Campus
1901 N. DuPont Highway
New Castle, Delaware 19720*
- 1/18/07 Program Officer negotiates grant w/ selected finalist(s)
- 1/22/07 Finalist(s) must post grant in egrants (federal req) before midnight
- Week of 5/25/07 Anticipated Notification of CNCS Competitive Grant Award(s)
- Week of 6/15/07 Anticipated Notification of Commission Formula Grant Award(s)
- 6/25/06 Anticipated final negotiations for all Grantees
- 9/10/06 Anticipated Program Management Training, for Program Directors and
Fiscal staff

The following guidelines shall be used in the preparation and submittal of bids in response to the Request for Proposals, and in the evaluation thereof and awarding of contracts pursuant to this procurement. Prospective bidders may submit written questions concerning this RFP to the program officer. Bidders are cautioned not to contact State agency employees regarding this procurement after the RFP is released.

1. Mandatory Pre-bid Meeting

A mandatory pre-bid meeting will be held at the place and time indicated in the cover. Written submission of questions regarding the RFP is encouraged. All questions posed during the meeting will be transcribed and posted with answers to the website listed.

Please advise the State agency at least five (5) business days before the conference of any special accommodations needed for persons with disabilities who will be attending.

2. RFP amendments.

If additional information, clarifications or amendments to this RFP become necessary, the State agency shall amend this RFP and provide all information to every bidder attending the pre-bid meeting. The State agency reserves the right to amend the RFP at any time prior to the deadline for submission of proposals and to terminate this procurement at any time. Depending on the nature and extent of the amendment(s), and at the sole discretion of the State agency, bidders may be allowed an additional opportunity to submit questions to the State agency regarding the amendment(s).

3. Guidelines for submission.

Proposals must be submitted exactly as described in this RFP packet to be considered. The proposal must respond to all requirements in this part of the RFP. Any other relevant information that is not applicable to the proposal categories as described, should be provided as an appendix to the proposal itself. If publications are supplied by an organization to respond to a requirement, the response should include reference to the document number and page number. Proposals not providing this reference shall be considered to have no additional reference material.

4. Signatures.

The bidder must sign, date and return the RFP cover page or, if applicable, the cover page of the last amendment thereto in order to constitute acceptance by the bidder of all RFP terms and conditions. Proposals must be completed, signed, sealed, and returned to the Procuring Agency as indicated on the cover page of the RFP by the receipt date and time specified in the cover page in order to be considered. Each pricing page must also be signed.

4. Copies

In addition to the bidder's original proposal, the bidder should include three (3) complete copies of each volume of the proposal.

State Agency Responsibilities

Pursuant to the administration of this contract, the State agency shall:

1. General responsibilities.

The State agency shall assume the following responsibilities with regard to this contract:

Notify the contractor in a timely manner of all pertinent changes in CNCS policy, procedures or operational systems that affect or depend upon contractor operations or activities.

Provide to the contractor, in a timely manner, any information regarding State or federal regulations, policies or statutes, or changes thereof that are relevant to the contractor's performance.

Review and approve or indicate necessary changes in all programmatic and fiscal reports and requests within fifteen (15) business days of receipt of said material.

Provide to the contractor any other information that the State deems relevant in order for the contractor to fulfill the duties required by this RFP.

2. Contract administration.

The State agency shall:

Designate a Program Officer to represent the State on all matters pertaining to the contract. As part of general contract administration, the Program Officer or other designated entities will: (i) Regularly monitor contractor compliance with contract provisions, monitor progress towards improvement goals, meet with contractor staff regularly and on an as-needed basis to respond to contractor inquiries and to resolve problems associated with the implementation and operation of the AmeriCorps*State program. (ii) Approve in writing all deliverables due under this contract, all corrective action plans submitted by the contractor, and all invoices for payment to the contractor. (iii) Conduct or oversee periodic audits of contractor operations under this contract. (iv) Reimburse the contractor on a monthly basis in accordance with federal and state procedures, upon receipt of a properly completed payment voucher.

Negotiation of proposals.

- Notwithstanding anything to the contrary, the State agency reserves the right to:
- select proposals other than that with the lowest cost;
- reject any and all proposals received in response to this RFP;
- waive or modify any information, irregularities or inconsistencies in proposals received;
- Negotiate any aspect of the proposal with any bidder; and negotiate with more than one bidder at the same time.

If negotiations fail to result in an agreement within fourteen (14) calendar days, the State agency may terminate negotiations and select the next responsive bidder, prepare and release a new RFP, or take such other action as the State agency may deem appropriate.

Post contract award procedures.

Debriefing session

Upon receipt of contract award notification, any bidder may request in writing a debriefing session. This request must be received by the State agency within ten (10) business days after postmark of the State agency's contract award notification. The purpose of this session is solely to provide the bidder with feedback on its particular proposal, with the objective of strengthening future proposals. No comparison of the bidder's proposal with other proposals or discussion of any other proposal shall occur at the debriefing session.

Right to a Debriefing:

To request a debriefing a bidder must submit a formal letter to the Procurement Administrator, Delaware Health and Social Services, Main Administration Building, Second Floor (south loop) 1901 N. DuPont Highway, New Castle, Del. 19720, within (10) days after receipt of "Notice of Award". This letter must specify reasons for the request

APPENDICES A through L

APPENDIX B: SF 424 Facesheet Instructions (Applicant Information and Application Information Sections)

This form is required for applications submitted for federal assistance.

Item

1. Filled in for your convenience.
2. Self-explanatory.
3. 3. a. and 3. b. are for state use only (if applicable).
4. Item 4. a: Leave blank. Item 4. b: If you are a recipient in year 2 or 3 of an already-awarded grant, enter the grant number, otherwise, leave blank.
5. Enter the following information:
 - a. The complete name of the organization that will be legally responsible for the grant, not the name of the organizational unit within the legally responsible organization. (For example, indicate “National University” instead of “Liberal Arts Department.”)
 - b. The name of the primary organizational unit that will undertake the assistance activity, if different from 5. a.
 - c. Your organization’s DUNS number (received from Dun and Bradstreet).
 - d. Your organization’s complete address with the 5 digit ZIP code. The four-digit extension is optional.
 - e. The name and contact information of the project director or other person to contact on matters related to this application.
6. Enter your Employer Identification Number (EIN) as assigned by the Internal Revenue Service.
7. Item 7. a.: Enter the appropriate letter in the box. Item 7. b.: Please enter the characteristic(s) that best describe your organization.

K-12 Education Non-Profit Organizations

- 1 School (K-12) 11 Community-Based Organization
- 2 Local Education Agency
- 3 State Education Agency

Higher Education

- 4 Vocational/Technical College
- 5 Community College
- 6 2-year College
- 7 4-year College
- 8 Hispanic Serving College or University 20 Local Affiliate of National Organization
- 9 Historically Black College or University 21 Tribal Organization (Non-government)
- 10 Tribally Controlled College or University

Non-Profit Organizations

- 11 Community-Based Organization
- 12 Faith-Based Organization
- 13 Chamber of Commerce/Business Association
- 14 Community Action Agency/Program
- 15 Service/Civic Organization
- 16 Volunteer Management Organization
- 17 Self-Incorporated Senior Corps Project
- 18 Statewide Association
- 19 National Non-Profit (Multistate)
- 20 Local Affiliate of National Organization
- 21 Tribal Organization (Non-government)
- 22 Other Native American Organization

Government

- 23 Local Government-Municipal
- 24 Health Department
- 25 Law Enforcement Agency
- 26 Governor’s Office
- 27 State Commission/Alternative Administrative Entity
- 28 Other State Government
- 29 Tribal Government Entity
- 30 Area Agency on Aging
- 31 U.S. Territory

8. Check the appropriate box for type of application and enter the appropriate letter(s) in the lower boxes:
 - a. Check “New” if your organization has never held an AmeriCorps State and Territory Competitive program grant before.
 - b. Check “New Application/Previous Grantee” if your organization has held an AmeriCorps State and Territory Competitive program grant in the past and the application is for a new grant.
 - c. Check “Continuation” if you are a grantee applying for an additional year of funding within an existing multi-year grant project period. AmeriCorps State and Territory program grants are typically awarded for three year periods.
 - d. Check “Amendment” if you are a grantee proposing any measurable change in an existing grant award; e.g., a budget amendment, extension, changes in the program scope or goals, etc.If you are proposing an amendment to your grant, check the type of revision you are submitting.

- a. Select “Augmentation” if you are an AmeriCorps State and Territory Competitive grantee submitting a revised budget to incorporate a Corporation-authorized increase.
- b. Select “Budget Revision” to make a change in the grant budget, including slots.
- c. Select “No-cost Extension” to request an extension of the grant period, then enter the extension date requested in the blank following the checkbox. No-cost extensions can be requested only in the third year of the 3-year grant cycle and must be requested before the project period ends.
- d. Select “Other,” as applicable, and specify in the blank provided.

9. Filled in for your convenience.

10. Use the following list of CFDA (Catalog of Federal Domestic Assistance) numbers for the applicable program listing, or other source if so instructed in the *Notice*: 94.006 AmeriCorps State and National.

11. Enter the project title.

a. When applying for a Continuation or Amendment, please use the same title as used for their existing grant program. When applying as a “New Applicant/Previous Grantee” if the application is for re-funding of a previous grant program, use the same title as was used in the prior grant program if appropriate (i.e., if the program is unchanged).

b. Enter the name of the Corporation’s program initiative, if any, as provided in the instructions corresponding to the *Notice* for which you are applying; otherwise, leave blank.

12. List only the largest political entities affected (e.g., counties, and cities).

13. (See item 8) New application or new application/previous grantee: Enter the dates for the proposed project period. Continuation or Amendment application: Enter the dates of the approved project period.

14. Check the appropriate box to indicate the grant year for which funding is being requested. Enter the amount requested or to be contributed **during this budget period** on the appropriate line, as shown below. Include the value of in-kind contributions in these amounts, as applicable. For revisions (See item 8), if the action will result in a dollar change to an existing award, include **only** the amount of the change. For decreases, enclose the amounts in parentheses.

a. Federal The total amount of federal funds being requested in the budget.

b. Applicant The total amount of the applicant share as entered in the budget.

c. State The amount of the applicant share that is coming from state sources.

d. Local The amount of the applicant share that is coming from local governmental sources (e.g., city, county, and other local government sources).

e. Other The amount of the applicant share that is coming from non-governmental sources.

f. Program

Income

The amount of the applicant share that is coming from income generated by programmatic activities (i.e., use of the additive option where program income is used to increase the size of the program).

g. Total The applicant's estimate of the total funding amount for the agreement.

15. Indicate if this application is subject to review by the State Executive Order 12372 Process by checking the box. Executive Order 12372, Intergovernmental Review of Federal Programs, was issued with the desire to foster the intergovernmental partnership and strengthen federalism by relying on state and local processes for the coordination and review of proposed federal financial assistance and direct federal development. The Order allows each state to designate an entity to perform this function. A list of these Single Point of Contact entities can be found at:

www.whitehouse.gov/omb/grants/spoc.html

Contact the Single Point of Contact to determine whether your application is subject to the state intergovernmental review process.

a. If Yes, indicate the date a copy of your application was submitted to the state for review under the Executive Order 12372 Process.

b. If No, check the appropriate box.

16. Check the appropriate box. This question applies to the applicant organization, not the person who signs as the authorized representative. Categories of debt include delinquent audit allowances, loans, and taxes. If yes, attach an explanation.

17. The person who signs this form must be the applicant’s authorized representative. A copy of the governing body’s authorization for this official representative to sign must be on file in the applicant’s office.

Note: Falsification or concealment of a material fact, or submission of false, fictitious or fraudulent statements or representations to any department or agency of the United States

Government may result in a fine of not more than \$10,000 or imprisonment for not more than five (5) years, or both (18 U.S. Code Section 1001).

APPENDIX C: Project Model & Design

SECTION I: PROJECT MODEL

Section I: Project Models (select one for primary and another for secondary).		
Youth Corps		A full-time year-round youth corps program or full-time summer youth corps program, such as a conservation corps or youth service corps that undertakes meaningful service projects with visible public benefits; includes as participants youths and young adults between the ages of 16 and 25 inclusive, including out-of-school youths and other disadvantaged youths.
Community Corps		A community corps program that meets unmet human, educational, environmental, or public safety needs and promotes greater community unity through the use of organized teams of participants of varied social and economic backgrounds, skill levels, physical and developmental capabilities, ages, ethnic backgrounds, or genders.
Campus-based Model		A campus-based program that is designed to provide substantial service in a community during the school term and during summer or other vacation periods through the use of students who are attending an institution of higher education.
Pre-Professional Corps		A pre-professional training program in which students enrolled in an institution of higher education receive training in specified fields, which may include classes containing service-learning; perform service related to such training outside the classroom during the school term and during summer and other vacation periods; and agree to provide service upon graduation to meet unmet human, educational, environmental, or public safety needs related to such training.
Professional Corps		A professional corps program that recruits and places qualified participants to meet unmet human, educational, environmental, or public safety needs in communities with an inadequate number of such professionals.
Entrepreneur Corps		A national service entrepreneur program that identifies, recruits, and trains gifted young adults of all backgrounds and assists them in designing solutions to community problems.
Intergenerational Program		An intergenerational program that combines students, out-of-school youths, and older adults as participants to provide needed community services, including an intergenerational component for other national service programs described in this subsection.
Service-Learning Program		A program that provides specialized training to individuals in service-learning and places the individuals after such training in positions, including positions as service-learning coordinators to facilitate service-learning in programs eligible for funding under Learn and Serve America School-Based and Community-Based Grants.
Rural Corps		A program designed to meet the needs of rural communities, using teams or individual placements to address the development needs of rural communities, including health care, education, and job training, and to combat rural poverty.
Hunger Elimination Program		A program that seeks to eliminate hunger in communities and rural areas through service in projects involving food banks, food pantries, and nonprofit organizations that provide food during emergencies.

SECTION II: PROJECT DESIGN

✓	Section II: Project Design (please check as many as apply).	
	Team-Based	A program where members regularly function as a team during the service week.
	Individual Placement /Scattered Site	A program that places one or two members at sites in a variety of locations.
	Intermediary Organization	Intermediary organizations provide the mechanism by which a number of community or faith-based organizations or grassroots groups may access AmeriCorps and other Corporation resources. We define intermediaries as national, regional, state, or local organizations that agree to provide the technical and financial support to assist community or faith-based organizations that do not have the capacity to perform these functions. Intermediaries serve as the legal applicant for a Corporation grant, thereby ensuring that the systems to manage a federal grant are in place.
	Statewide Initiative	A program that operates throughout the state and may or may not have a single issue focus.

SECTION III: APPLICATION LOCATION

✓	Section III: Geography (please check one)	
	Urban	A program designed to meet the needs of urban communities.
	Rural	A program designed to meet the needs of rural communities.
	Both	A program designed to meet the needs of both urban and rural communities.
	Areas of Need Identification: Check all that apply (optional)	
	Areas Affected by Military Downsizing	Areas adversely impacted by reductions in defense spending or the closure or realignment of military installations.
	Empowerment Zones or Redevelopment Areas	Communities designated as empowerment zones or redevelopment areas that are targeted for special economic incentives, or otherwise identifiable as having high concentrations of low-income people.
	Environmentally Distressed Areas	Areas that are environmentally distressed.
	Areas Affected by Management of Federal Lands	Areas adversely affected by federal actions related to the management of federal lands that result in significant regional job losses and economic dislocation.
	Areas with High Unemployment Rates	Areas that have an unemployment rate greater than the national average unemployment for the most recent 12 months for which satisfactory data are available.

SECTION IV: PROGRAM FOCUS

Directions: Choose your top three areas of program focus

✓	Section IV: Program Focus (check three)			
	African American community		Pre-school Children	At-Risk Youth
	Asian American community		K-12 Students	Childhood Literacy
	Latin American community		Young Adults (17-24)	Children of Prisoners
	Native American community		College Students	Foster Children
	Families/Parents		Incarcerated Individuals and Ex-Offenders	Seniors
	Farm Worker Families		Low-Income Community	Unemployed
	Homeless		Low-Income Housing Residents	Veterans
	Homeless Veterans		Mentally/Physically Challenged	Victims/Potential Victims of Crime
	Immigrants		Persons with HIV/AIDS	
	Urban Community		Rural Community	
	Asset Accumulation	A program that empowers impoverished communities through asset accumulation activities, such as classes or service projects on home ownership, individual development accounts, and financial literacy.		
	Digital Divide	A program that conducts activities to increase computer literacy and access for disadvantaged populations.		
	Intermediary	National, regional, state, or local organizations that agree to provide the technical and financial support to assist community organizations, including faith-based organizations that do not have the capacity to perform these functions. Intermediaries serve as the legal applicant for a Corporation grant, thereby ensuring that the systems to manage a federal grant are in place.		
	Strengthening Families	A program that works to strengthen and empower families.		
	Volunteer Leveraging	A program through which members recruit and coordinate community volunteers and/or create volunteer service placement opportunities to meet community needs.		
	Youth Service	A program that provides needed positive services to youth, such as tutoring, mentoring, enrichment, recreation, or a combination of such activities.		

APPENDIX D: Is My Organization Ready Tool

Is My Organization Ready? *An assessment tool for potential AmeriCorps* State applicants*

This assessment tool is designed to help potential applicant assess their organizational readiness to administer and support a high quality AmeriCorps* State program. This tool asks the reader to score the organization/legal applicant on elements necessary to run a high quality program, by selecting the answer that best describes the organization's current status or performance. Each "YES" answer is worth one point.

Organization Mission

1. Do you have a written mission statement (if no, skip to question 5)
 Yes No Unsure
2. Does your mission statement provide a clear expression of your organization's reason for existence?
 Yes No Unsure
3. Is the mission understood by ALL stakeholders within the organization?
 Yes No Unsure
4. Is the mission frequently referred to (e.g. in meetings, in annual planning?)
 Yes No Unsure

Strategic Planning and Operations

5. Does the organization have a clear and coherent written plan (i.e. 3-10 year strategic plan)? (if no, skip to question #11)
 Yes No Unsure
6. Does the strategic plan have well defined goals and action steps with timeframes?
AND Are the goals measurable?
 Yes No Unsure
7. Is the strategic plan linked to the overall mission, vision and overarching goals of the organization?
 Yes No Unsure
8. Is the strategic plan broadly known by the staff and board/
 Yes No Unsure
9. Has the strategic plan been supported with a realistic and detailed annual plan that outlines the specific work to be accomplished?
 Yes No Unsure
10. Is this annual plan consistently used at all levels of the organization to direct operations?
 Yes No Unsure

Needs Assessment, Program Design and Implementation

11. Does your organization conduct frequent assessments of the community needs?
 Yes No Unsure
12. Does your organization analyze the results of needs assessments and implement changes?
 Yes No Unsure
13. Does the organization have the ability to grow and/or create new and innovative programs to meet the needs of service recipients?
 Yes No Unsure
14. Does the organization have a track record of accomplishments with its programs?
 Yes No Unsure

Program Alignment

15. Are your organization's programs and services well defined?
 Yes No Unsure

16. Are the programs fully aligned with the organization's mission, goals and overall strategy?

Yes No Unsure

17. Do your programs and services fit together well as part of your overall strategy?

Yes No Unsure

Performance Measurement

18. Do you have a well-developed and comprehensive evaluation system used to measure the social impact of your programs and services?

Yes No Unsure

19. Do you collect data to measure performance and progress on a continual basis?

Yes No Unsure

20. Do you analyze the data and report findings to stakeholders in an accurate and timely manner? (e.g. issue an annual report)

Yes No Unsure

Commitment to Continuous Improvement

21. Does the organization conduct frequent assessment of existing programs effectiveness in meeting recipient needs AND identify areas for improvement?

Yes No Unsure

22. Does the organization conduct continual assessment of internal operations to assess efficiency and effectiveness?

Yes No Unsure

23. If yes to questions 22 & 23, are adjustments and/or improvements always made?

Yes No Unsure

Use of Technology

24. Does your organization have networked computing hardware with a comprehensive range of up-to-date software applications?

Yes No Unsure

25. Does every key staff member have a computer with up-to-date software?

Yes No Unsure

26. Does every key staff member have internet access and e-mail capabilities?

Yes No Unsure

27. Is computer technology used regularly by staff?

Yes No Unsure

Financial Management

28. Has your organization ever managed a federal grant?

Yes No Unsure

29. Does your organization have a computerized accounting system?

Yes No Unsure

30. Does your organization produce and review financial statements regularly?

Yes No Unsure

31. Do you have formal internal controls governing all financial operations?

Yes No Unsure

32. Is your cash flow actively managed?

Yes No Unsure

33. Are your financial operations audited annually?

Yes No Unsure

34. Does the organization utilize a strategic budgeting process that reflects the organizational needs and objectives?

Yes No Unsure

35. Is the budget closely and regularly monitored?

Yes No Unsure

Human Resources

36. Does the organization have a well-planned process to recruit, develop and retain employees?

Yes No Unsure

37. Does the organization provide relevant and regular internal and external training?

Yes No Unsure

38. Are employee performance appraisals consistent and institutionalized?

Yes No Unsure

39. Does the organization have a proven willingness to ensure high quality job occupancy?

Yes No Unsure

40. If applicable, does the organization have a well-planned process to recruit, develop and retain volunteers?

Yes No Unsure

Partnership/Collaboration

41. Has your organization built and maintained partnerships?

Yes No Unsure

42. Are these partnerships strong and do they have a high impact?

Yes No Unsure

43. Have these relationships led to mutually beneficial collaboration?

Yes No Unsure

Sustainability

44. Does your organization have highly diversified funding with multiple financial resources?

Yes No Unsure

45. Does your organization have a group of dedicated people that believe and support the organization's success?

Yes No Unsure

Governance and Operations

46. Does your organization have an active and effective board of directors and/or other governing body?

Yes No Unsure

47. Does your organization provide staff with all of the information necessary to carry out duties appropriately?

Yes No Unsure

48. Does your organization have written policies and procedures? (If no or unsure, skip question 49)

Yes No Unsure

49. Does staff understand and consistently follow the written policies and procedures?

Yes No Unsure

Results

• **40 points or more:** Based on your self-assessment, your organization may have the capacity to administer AmeriCorps* State funds.

• **31-39 points:** Based on your self-assessment, your organization may need to make a few improvements in your capacity and planning to succeed.

• **Less than 30 points:** Based on your self-assessment, your organization may have a significant need to build its capacity. Applying for AmeriCorps* State funds may not be a suitable option for you at this time.

APPENDIX E: Issue Areas & Service Categories

In this section you will select service categories that describe your program activities. First select an issue area, and then choose one or more service categories. When you have selected all applicable service categories, indicate which service category is the primary one by entering a 1 next to the check box, and which is the secondary by entering a 2 next to the checkbox. Only one service category can be indicated as the primary, and one as the secondary.

Issue Areas and Service Categories (Issue Areas in Bold)

Community and Economic Development

- Community-based Volunteer Programs
- Community Revitalization/Improvement
- Consumer Education
- Cooperatives/Credit Unions
- Food Production/Community Gardens/Farming
- Job Development/Placement
- Management Consulting
- Micro Enterprise
- Other Economic and Community Development
- Public Safety
- Regional/State/City Planning
- Small/Minority Business Development
- Social Services Planning & Delivery Systems/Community Organization
- Tax Counseling/Counseling
- Technology Access
- Thrift Store
- Transportation Services
- Welfare to Work

Disaster Recovery/Relief

- Disaster Mitigation
- Disaster Preparedness
- Disaster Recovery
- Disaster Response
- Other Disaster

Education

- Adult Education and Literacy
- After School Programs
- America Reads
- Computer Literacy
- Cultural Heritage
- ESL
- Elementary Education
- GED/Dropouts
- Head Start/School Preparedness
- Job Preparedness/School to Work
- Library Services
- Other Education
- Pre-Elementary Day Care
- Secondary Education
- Service-Learning
- Special Education
- Tutoring & Child Literacy—Elementary
- Tutoring & Child Literacy—High School
- Tutoring & Child Literacy—Middle School
- Vocational Education
- Youth Leadership/Development

Environment

- Clean Air
- Clean and Safe Water
- Community Restoration/Clean Up
- Energy Conservation
- Environmental Awareness
- Indoor Environment
- Other Environment
- Toxic Waste Management
- Waste Reduction, Management, and Recycling
- Wildlife, Land & Vegetation Protection or Restoration

Health/Nutrition

- Boarder Babies
- CHIOS/SCHIPS
- Congregate Meals
- Delivery of Health Services
- Food Distribution/Collection
- HIV/AIDS
- Health Education
- Health Screening
- Hospice/Terminally Ill
- Immunization
- In-Home Care
- Maternal/Child Health Services
- Mental Health
- Mental Retardation
- Other Health/Nutrition
- Physical Disabilities Programs
- Substance Abuse

Homeland Security

- Disaster Preparedness/Relief
- Public Health
- Other Homeland Security
- Public Safety

Human Needs

- Adoption
- Adult Day Care/Senior Center
- Companionship/Outreach
- Crisis Intervention
- Intensive Mentoring (at least 1 hour weekly for at least 9 months)
- Mentoring
- Other Human Needs
- Respite
- Senior Center Program (Non Residential)
- Senior Citizen Assistance
- Teen Pregnancy/Abstinence/Parent Support

Housing

- Home Management Support/Education
- Homeless
- Housing Referrals/Relocation/Other
- Housing Rehabilitation/Construction
- Independent Living—Disabled
- Independent Living—Seniors
- Other Housing
- Tenant Organizing
- Transitional Housing

Public Safety

- Adult Offender/Ex-Offender Services/Rehabilitation
- Child Abuse/Neglect
- Children & Youth Safety Programs
- Community Policing/Community Patrol
- Conflict Resolution/Mediation
- Crime Awareness/Crime Avoidance
- Elder Abuse/Neglect
- Family Violence
- Improvement of Household Security
- Juvenile Justice, Delinquency, Gangs
- Legal Assistance
- Neighborhood Watch/Block Watch
- Other Public Safety
- Safe Havens
- Safety/Fire Prevention/Accident Prevention
- Sexual Abuse/Rape
- Victim/Witness Assistance

APPENDIX F: Performance Measurement Worksheet

Please fill in the performance measure information for each section.
General Info
Performance Measurement Title:
Measure Category (choose one): Needs and Service Activities Participant Development Strengthening Communities
Service Category addressed by this Performance Measure Worksheet (see Appendix A, Service Categories):
Needs and Activities
Briefly describe the need to be addressed (4,000 characters or less):
Briefly describe how you will achieve this result (4,000 characters or less):
How many AmeriCorps members will be participating in this activity?
How many days per week (on average) will this activity occur?
How many hours per day (on average) will this activity occur?
When does this activity begin?
When does this activity end?
Results
The outputs and outcomes you intend to track for a particular activity:
Result Type
Outputs are counts of the amount of service members or volunteers have completed, but do not provide information on benefits to or other changes in the lives of members and/or beneficiaries.
Intermediate-outcomes specify changes that have occurred in the lives of members and/or beneficiaries, but are short of a significant benefit for them.
End-outcomes specify changes that have occurred in the lives of members and/or beneficiaries that are significant.

A

Result: Output
<p>Result Statement: 1-2 sentences stating the expected result.</p>
<p>Indicator: A specific, measurable item of information that specifies progress toward achieving a result.</p> <p>Indicator:</p>
<p>Other Indicator:</p>
Targets
<p>Target Description:</p>
<p># (number) or % (percent):</p>
<p>Instruments: Specific tool to collect information (e.g. behavior checklist, tally sheet, attitude questionnaire, interview protocol).</p>
Result: Intermediate Outcome
<p>Result Statement: 1-2 sentences stating the expected result.</p>
<p>Indicator: A specific, measurable item of information that specifies progress toward achieving a result.</p>

Targets
Target Description:
(number) or % (percent):
Instruments: Specific tool to collect information (e.g. behavior checklist, tally sheet, attitude questionnaire, interview protocol).
Performance Measure Statement (summary)
Combine expected results and targets into a sentence:

AmeriCorps Programs

Aligning Performance Measures

REQUIREMENTS

Beginning in **Program Year 2006**, AmeriCorps programs are required to develop one set of *aligned* performance measures—an output, intermediate outcome, and end outcome—for their primary or significant activity area. (One set of aligned measures is the minimum requirement. A program may submit additional performance measures that are aligned or not aligned. Confer with your state commission.)

DEFINITIONS

Outputs are counts of the products or services delivered.

Intermediate Outcomes are specific changes that have occurred in the lives of beneficiaries but are short of a significant benefit to them.

End Outcomes are specific changes that have occurred in the lives of beneficiaries that are significant.

Aligned performance measures demonstrate a clear, logical link between the service activity and the anticipated outputs and outcomes (i.e. the activity produces the output; the activity and the output produce the outcomes).

STEPS TO CREATE AN ALIGNED SET OF PERFORMANCE MEASURES

Step 1 Choose a primary or significant activity area. What is a primary activity?

This might include:

- An activity area where members put most of their effort and time
- An activity area in which all or most of the members participate
- An important activity to the program mission (e.g. one of the identified Corporation initiatives)
- For intermediaries, a significant activity can be that which most or many sites are implementing.

Step 2: (Recommended): Develop a logic model for your activity. This process can:

- Help you clarify the results you are trying to achieve and identify the key program elements that must be tracked.
- Help you develop on set of aligned performance measures

For information on how to do a program logic model, see Project STAR's website at www.projectstar.org.

Step 3: Identify an output that will occur because of the activity and write a statement. What you count - the output – should be what you track for changes. For instance, if you select "students tutored" as your output, you will select intermediate and end outcomes that identify changes for the students.

Step 4: Identify an intermediate outcome and write a statement: what changes will occur for beneficiaries because of the activity and the output? Intermediate outcomes are not end outcomes measured mid year. They are the outcomes that are easier to change or reach than end outcomes.

Step 5: Identify an end outcome and write a statement: what *significant* changes will occur for beneficiaries because of the activity and the output? If you serve the same beneficiaries or same service area over three years (e.g., tutored the same students for three years, watershed restoration, neighborhood revitalization), you may want to measure the end outcome at the end of the third year.

Often, a helpful way to approach this task is to *begin with the end outcome* and work back to the output.

Step 6: Identify the indicators, targets and instruments for each result. Once you have completed your logic model and aligned the results, begin to identify the indicators, targets and instruments for each performance measure.

EXAMPLES of aligned performance measures

Mentoring: AmeriCorps members serve as mentors for youth, ages 12-15, identified as "at-risk" for dropping out of school.

Output: Number of youth matched with mentors; number of times mentor and youth meet.

Intermediate Outcome: Mentored youth show improvement in attitude toward school.

End Outcome: Mentored youth are passed on to the next grade.

Disaster Relief: AmeriCorps members conduct intakes, assist families with paperwork, and make referrals to help families who were dislocated by recent hurricanes.

Output: Dislocated families are registered.

Intermediate Outcome: Families receive help with paperwork, appointments, and referrals according to their needs.

End Outcome: Families have semi-permanent or permanent housing, temporary or permanent employment and/or financial assistance.

For assistance with developing a set of aligned performance measures for your primary or significant activity, contact Project STAR at 1-800-548-3656 or email: star@aiweb.com

APPENDIX G: Budget Instructions

How to Begin: You will enter your detailed budget information in eGrants. Your detailed information creates the summary budget form. Your budget must provide a full explanation of all proposed costs including their purpose, justification, and the basis of your calculations. Where appropriate, present calculations in an equation format, e.g., two (2) staff traveling @ \$350/trip for 2 trips = \$1400; or, salary \$60,000 @ 20% devoted to program = \$12,000.

Overview of Key Statutory and Regulatory Budget Requirements:

- Equipment costs must not exceed 10% of the total Corporation share.
- Administrative costs must not exceed 5% of the total Corporation funds requested.
- Your budget must meet certain minimum match requirements for operating and member support costs:
 - *Sections I & III:* You must match with cash or in-kind contributions at least 33% of the project's total Operating (Section I) plus Administrative (Section III) costs. The acceptable sources of matching funds are federal, state, local, private sector, and/or other funds in accordance with applicable AmeriCorps requirements.
 - *Section II:* You must match at least 15% of all member costs (Section II) with non-federal cash. The matching sources may be state, local, private sector, or other non-federal funds in accordance with applicable AmeriCorps requirements. Other federal funds are not an acceptable source of the required 15% cash match for member costs, except for health care.

Note: Most federal funds are not authorized to be used as match for another federal grant. While the Corporation's legislation may permit the use of non-Corporation federal funds as match for the grantee share of the budget for operating and administrative costs, the determining factor is the other federal agency. You must ensure that your use of another federal agency's funds as match for this national service program grant is permitted by the other agency.

U.S. Territories: In compliance with P.L. 96-205, as amended (48 U.S.C. 1469a(d)) CNCS shall waive any requirement for local matching funds under \$200,000 (including in-kind contributions) to American Samoa, Guam, the Virgin Islands, and the Northern Mariana Islands.

Tribal Entities: In compliance with Executive Order 13175 (November 6, 2000), Consultation and Coordination with Indian Tribal Governments, the Corporation will handle waiver requests from Indian Tribes in an expedited manner.

- In each section of the budget, clearly and specifically identify the source and total dollar amount of cash match from private, state and local and federal funds, and the source and total amounts of in-kind support. Define all acronyms the first time they are used to reference non-Corporation programs and sources.
- In addition to the limits on the Corporation and federal shares of funding for each budget section, grantees are required to meet an overall matching rate that increases over time. These matching requirements may be waived in limited circumstances. See 45 CFR §§ 2521.35–2521.90, for the regulatory match and waiver requirements.

Consistency of treatment: For any cost to be allowable under a grant award based on an application for AmeriCorps program funding, the cost must be accorded consistent treatment using policies and procedures that apply uniformly to both the federal grant funded activities and to all other activities of the applicant.

Calculating the Corporation Cost per Member Service Year (MSY) (formerly Cost per Full Time Equivalent (FTE)): An important factor in our consideration of the proposed budget is the Corporation cost per MSY. One Member Service Year is equivalent to one full-time service period of at least 1,700 hours of service. You calculate your Corporation cost per MSY by dividing the Corporation's share of budgeted grant costs by the number of member service years you are requesting in your grant. Do not include child care or the cost of the education award a member may earn through serving with your program.

Section I. Program Operating Costs

Complete Section I, Program Operating Costs, of the Budget Worksheet by entering the Total Amount, CNCS Share, and Grantee Share for Parts A-J, as follows:

A. Personnel Expenses

Under Position/Title Description, list each staff position title and provide a brief 5 or 6-word position description, salary, and percentage of effort devoted to this award.

B. Personnel Fringe Benefits

Under Purpose/Description, identify the types of fringe benefits to be covered and the costs of benefit(s) for each staff position. Allowable fringe benefits typically include FICA, Worker's Compensation, Retirement, SUTA, Health and Life Insurance, IRA, and 401K. You may provide a calculation or rate for total benefits as a percentage of the salaries to which they apply or list each benefit as a separate item. Include holidays, sick, and vacation leave in the personnel expenses (salary) budget line item. Itemize unusual or exceptionally high-cost benefits.

C. 1. Staff Travel

Describe the purpose of each instance of travel. Provide a calculation to include costs for airfare, transportation, lodging, per diem, and other travel related expenses multiplied by the number of trips/staff. Where applicable, identify the current standard reimbursement rate(s) of the organization for mileage, daily per diem, and similar supporting information. Only domestic travel is allowable; other travel is allowable only if specifically identified and approved as a condition of your award.

You must include the following amounts in this line item for funds to travel to Corporation-sponsored technical assistance meetings:

- If you are applying through a state commission, budget \$2,000.
- If you are applying for a National Direct or National Professional Corps grant, budget \$2,000 for the parent organization and \$750 for each operating site.
- If you are applying directly to the Corporation as an Indian Tribe, applicant from a state or U.S. Territory without a State Commission, or a Planning Grant applicant, budget \$2,000.

C. 2. Member Travel

Describe the purpose for which members will travel. Provide a calculation to include costs for airfare, transportation, lodging, per diem, and other related expenses for members to travel outside their service location or between sites. Include costs associated with local travel, such as bus passes to local sites, mileage reimbursement for use of car, etc. in this budget category. Where applicable, identify the current

standard reimbursement rate(s) of the organization for mileage, daily per diem, and similar supporting information.

D. Equipment

Equipment is defined as tangible, non-expendable personal property having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit (including accessories, attachments, and modifications). Include items that do not meet this definition in **E. Supplies** below. Purchases of equipment are limited to 10% of the total Corporation funds requested. If applicable, show the unit cost and number of units you are requesting. Provide a brief justification for the purchase of the equipment.

E. Supplies

Include the amount of funds to purchase consumable supplies and materials, including Member Service Gear and equipment that does not fit the definition above. You must individually list any single item costing \$1,000 or more. The maximum cost of member service gear, inclusive of any standard packages which may be offered, is \$35 per member. For programs that require the professional uniform, a collared shirt, the maximum cost is \$70 per member. Programs that require additional safety gear can budget up to an additional \$150 per requested member. Charge all other costs associated with member gear to the grantee share.

F. Contractual and Consultant Services

Include costs for consultants related to the project's operations. Payments to individuals for consultant services under this grant may not exceed \$540 per day (excluding costs for indirect expenses, travel, supplies, etc.). The \$540 daily rate is a ceiling, and we expect cost effective programs to find consultants who will work below this maximum. Indicate the daily rate for consultants you are proposing to use, describe their contractual services, and provide the names of the organizations when available. Indicate the daily rate, number of days, and total cost. For any pro bono work by a contractor in combination with fee-based work, affirm that the vendor's normal fee schedule and market-based work warrant the in-kind value placed on the donated portion.

G. 1. Staff Training

Include the costs associated with training staff on project requirements and enhancing the skills staff need for effective project implementation, i.e., project or financial management, team building, etc. If using a consultant(s) for training, indicate the estimated daily rate, not to exceed \$540 per day.

G. 2. Member Training

Include the costs associated with training members to carry out their service activities, for example, orientation, project-specific skills such as age-appropriate tutoring, CPR, or ecosystems and the environment. You may also use this section to request funds to support training in Life After AmeriCorps. If using a consultant(s) for training, indicate the estimated daily rate, not to exceed \$540 per day.

H. Evaluation

Include costs for project evaluation activities such as evaluation consultants or purchase of instrumentation. Include staff time or subcontracts you did not budget under Section I A. Personnel Expenses. This cost **does not** include the daily/weekly gathering of data to assess progress toward meeting performance measures, but is a larger assessment of the impact your project is having on the community, as well as an assessment of the overall systems and project design. If using a consultant(s) for evaluation, indicate the estimated daily rate, not to exceed \$540 per day.

I. Other Operating Costs

Allowable costs in this budget category can include when applicable:

- Background checks of members and grant-funded staff who have recurring access to vulnerable populations, i.e., children, the elderly, disabled, etc.
- Office space rental for projects operating without an approved indirect cost rate agreement that covers office space. For national office space, rental may be unallowable; check relevant OMB Circulars. If space is budgeted and shared with other projects or activities, the costs must be equitably pro-rated and allocated between the activities or projects.
- Utilities, telephone, Internet and similar expenses that are specifically used for AmeriCorps members and AmeriCorps project staff, and are not part of the organizations indirect cost/admin cost allocation pool.
- Costs associated with operating a residential program.
- Recognition costs for members. List each item and provide a justification in the budget narrative. Gifts and/or food in an entertainment/event setting are not allowable costs.

J. Source of Match

Enter the total amount of cash and in-kind match under columns for Private, State and/or Local, and Federal in the Source of Match box. Then, for each amount entered, identify the source of the matching funds or in-kind contributions by entering text under Sources. Define any non-Corporation acronyms the first time they are used.

Section II. Member Costs

Member Costs are identified as Living Allowance and Member Support Costs. Within each category of member costs, identify the total amount(s) of cash and in-kind match that are from private, state and local and federal funds (when allowable). Enter this information in the ‘Source of Match’ box. Include a description of the source of each type of funds.

A. Living Allowance

Clearly identify the number of members you are supporting by category (i.e., full-time, half-time, reduced-half-time, quarter-time, minimum-time, 1st and 2nd Years of 2-Year Half Time) and the amount of living allowance they will receive, allocating appropriate portions between the Corporation’s share (CNCS Share) and grantee match (Grantee Share). You must pay a living allowance to full-time members. The grantee match must be at least 15% of the total.

Enter the total number of members you are requesting in each category. Enter the amount of the living allowance for each type of member. Enter the number of members for which you are not requesting funds for a living allowance, but for which you request education awards.

2007 AmeriCorps Maximum Federal Share of Living Allowance

Term of Service	Minimum Number of Hours	Minimum Living Allowance	Maximum Living Allowance	MSY	Maximum CNCS/Federal Share of Living Allowance
Full-time	1700	\$11,100	\$22,200	1.000	\$9,435
One Year Half-Time	900	N/A	\$11,750	0.500	\$4,995
Two Year Half-Time	900	N/A	\$11,750	*0.250	\$4,995
Reduced Half-Time	675	N/A	\$8,815	0.375	\$3,746
Quarter-Time	450	N/A	\$5,875	0.250	\$2,498
Minimum-Time	300	N/A	\$3,915	0.200	\$1,665

Notes:

1. There is no requirement to pay a living allowance to less than full-time members.
 2. The Federal share of the living allowance can never be more than 85% of the minimum living allowance for the Term of Service.
 3. The amount of the maximum for less than full-time living allowance is rounded to the nearest dollar.
 4. The calculation for the maximum federal share for less than full-time members who do receive a living allowance is pro-rated based on 85% of the proportion of the minimum full-time required hours.
- * **For a two year half-time position, the living allowance can be split between two years, e.g. 0.250 in Year 1 and 0.250 in Year 2.**

Example:

Half-time member living allowance could be: $900/1700 \times \$11,100 = \$5,876$.

Maximum federal share is: $\$5,876 \times 85\% = \$4,995$.

If a program decides to pay a living allowance for a half-time member of \$6,500, the federal share can only be \$4,995. The program must cover the remaining \$1,505 as match. In this case, the match is 23%.

B. Member Support Costs

Consistent with the laws of your state, you must provide members with the benefits described below. The grantee match for this budget category must be *cash* and its source must be state, local, or private sector funds, except for health care. In addition, any non-federal share (matching) of costs budgeted above the 15% minimum can be matched with other federal funds, subject to the other federal agency's approval. Identify the federal share and describe any match contribution(s) as previously instructed.

- **FICA.** Unless exempted by the IRS with accompanying documentation (note in the narrative and provide documentation with application), all projects must pay FICA for any member receiving a living allowance, even when the Corporation does not supply the living allowance. In the first column next to FICA, indicate the number of members who will receive FICA. Calculate the FICA at 7.65% of the total amount of the living allowance.
- **Worker's Compensation.** Some states require worker's compensation for AmeriCorps members. You must check with your State Department of Labor or state commission to determine if you are required to pay worker's compensation and at what level. If you are not required to pay worker's compensation you must obtain Occupational, Accidental, Death and Dismemberment coverage for members to cover in-service injury or incidents.
 - **Health Care.** You must provide a health care policy to those full-time members not otherwise covered by a health care policy at the time of enrollment into the AmeriCorps program, or to those members who lose coverage during their term of service as a result of participating in the Program or through no deliberate act of their own. The Corporation will not cover health care costs for family members or for less than full-time members.

Except as stated below you may not pay health care benefits to less than full-time members with Corporation funds. You may choose to provide health care benefits to less than full-time members from other sources (i.e., non-federal).

Less than full-time members who are serving in a full-time capacity for a sustained period of time (such as a full-time summer project) may be eligible for health care benefits supported with our funds, subject to applicable match requirements. However, the Corporation must either approve this in the grant agreement or by prior written approval.

In your budget narrative, indicate the number of members who will receive the project's existing health care benefits. If you have an existing health benefit policy for your full-time members that meets minimum requirements, you may request 85% of those as CNCS/federal funds. You must match the remainder in cash. The Corporation will not pay for dependent coverage. If you intend to use a health care policy charging more than \$150 per month per member out of the federal share, you must request pre-award approval from the Office of Grants Management.

- **Unemployment Insurance and Other Member Support Costs.** Include any other required member support costs here. Some states require unemployment coverage for their AmeriCorps members. You may not charge the cost of unemployment insurance taxes to the grant unless mandated by state law. Programs are responsible for determining the requirements of state law by consulting their state commission, legal counsel or the applicable state agency. AmeriCorps National Direct and AmeriCorps Tribes and Territories Grantees must coordinate with their state commissions to determine a consistent state treatment of unemployment insurance requirements. The Corporation will fund 85% of these expenses when mandated by state law.

Section III. Administrative/Indirect Costs

A. Definitions

Administrative costs are general or centralized expenses of the overall administration of an organization that receives Corporation funds and does not include particular project costs. For organizations that have an established indirect cost rate for federal awards, administrative costs mean those costs that are included in the organization's indirect cost rate agreement. Such costs are generally identified with the organization's overall operation and are further described in Office of Management and Budget Circulars A-21, A-87, and A-122, which can be found at www.whitehouse.gov/OMB/circulars.

Administrative costs include:

1. Costs for financial, accounting, auditing, contracting or general legal services, except in unusual cases whether they are specifically approved in writing by the Corporation as project costs.
2. Costs for internal evaluation, including overall organization's management improvement costs (except for independent and internal evaluations of the project evaluations that are specifically related to creative methods of quality improvement).
3. Costs for general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project.
4. Costs of space, base utilities, and communication (telephone, fax, and Internet) that support administrative personnel.
5. Administrative costs may also include that portion of salaries and benefits of the project's director and other administrative staff not attributable to the time spent in support of a specific project. The principles that pertain to the allocation and documentation of personnel costs are stated in the OMB circulars that are incorporated in Corporation regulations [45 CFR 2541.220(b)].

Administrative costs **do not** include the following allowable expenses directly related to a project (including their operations and objectives), such as:

1. Allowable direct charges for members, including living allowances, insurance payments made on behalf of members, training, and travel.

2. Costs for staff (including salary, benefits, training, and travel) who recruit, train, place, or supervise members or who develop materials used in such activities, if the purpose is for a specific project objective.
3. Costs for independent evaluations and any internal evaluations of the project that are related specifically to quality improvement.
4. Costs, excluding those already covered in an organization's indirect cost rate, attributable to staff that work in a direct project support, operational, or oversight capacity, including, but not limited to: support staff whose functions directly support project activities; staff who coordinate and facilitate single or multi-site project activities; and staff who review, disseminate and implement Corporation guidance and policies directly relating to a project.
5. Space, facility, and communications costs allocated specifically to AmeriCorps project operations, excluding those costs that are already covered by an organization's indirect costs rate.
6. Other allowable costs, excluding those costs that are already covered by an organization's indirect cost rate, specifically approved by the Corporation as directly attributable to a project.

B. Options for Calculating Administrative/Indirect Costs (choose either 1 or 2, below)

You may use one of two methods to calculate allowable administrative costs – a Corporation fixed percentage method or a federally approved indirect cost rate method. Regardless of the option chosen, the Corporation's share of administrative costs is limited by statute to 5% of the total Corporation funds **actually expended** under the grant.

1. Corporation Fixed Percentage Method

The Corporation fixed rate allows you to charge administrative costs up to a cap without a federally approved indirect cost rate and without documentation supporting the allocation. If you choose the Corporation Fixed Percentage Method (Section IIIA in eGrants), you may charge, for administrative costs, a fixed 5% of the total of the Corporation funds expended. In order to charge this fixed 5%, the grantee match for administrative costs may not exceed 10% of all direct cost expenditures.

- a. Multiply the sum of the Corporation funding shares of Sections I and II by 0.0526. This is the maximum amount you can request as Corporation share. Enter this amount as the Corporation share for Section III A.
- b. Then multiply the total (both Corporation and grantee share) of Sections I and II by 10% (0.10) and enter this amount as the grantee share for Section III A.
- c. Enter the sum of the Corporation and grantee shares under Total Amount.

2. Federally Approved Indirect Cost Rate Method

If you have a Federally Approved Indirect Cost (IDC) rate and choose to use it, the IDC rate will constitute documentation of your administrative costs including the 5% maximum payable by the Corporation. Specify the Cost Type for which your organization has current documentation on file, i.e., Provisional, Predetermined, Fixed, or Final IDC. Supply your approved IDC rate (percentage) and, more importantly, the base upon which this rate is calculated (direct salaries, salaries and fringe benefits, etc.). You can decide whether or not to claim your entire IDC rate to

calculate administrative costs. If you choose to claim a lower rate, please include this rate in the Rate Claimed field.

- a. Determine the base amount of direct costs to which you will apply the IDC rate, including both the Corporation and Grantee's shares, as prescribed by your established rate agreement (i.e., based on salaries and benefits, total direct costs, or other). Then multiply the appropriate direct costs by the rate being claimed. This will determine the total amount of indirect costs allowable under the grant.
- b. Multiply the sum of the Corporation funding share in Sections I and II by 0.0526. This is the maximum amount you can claim as the Corporation share of indirect costs.
- c. Subtract the amount calculated in b., above (the Corporation administrative share) from you can claim as grantee share for administrative costs.

State Commission 1% Set-Aside Share Option. Regardless of the method used to calculate administrative costs, state commissions may choose to set aside a portion of the Corporation share to use in administering its subgrantees. This amount must not exceed a one-fifth share of the maximum 5% Corporation share. When using this option, the subgrantee's portion must not exceed the remaining 4% portion of the maximum Corporation share. Request both the commission and subgrantee portions of the Corporation share of administrative costs in the subgrantee's budget.

To allocate the subgrantee share of the amount: Multiply the sum of the Corporation shares of Sections I and II by 4.21% (i.e. 0.0421). This is the maximum amount that the subgrantee can request as the Corporation share of administrative costs. Enter this amount as the Corporation share for Section III A or Section IIIB as appropriate, in the line item subgrantee share amount.

To allocate the Commission share of this amount: Multiply the sum of the Corporation shares of Sections I and II by 1.05% (i.e. 0.0105). This amount is the total the commission can retain to administer the subgrant(s). Enter this amount as the Corporation share for Section IIIA or Section IIIB as appropriate, line item commission share amount.

Increasing Grantee Overall Share of Total Budgeted Costs

In addition to the limits on the Corporation and federal shares of funding for each budget section, grantees are required to meet an overall matching rate that increases over time. You have the flexibility to meet the overall match requirements in any of the three budget areas, as long as the minimum matches—15% (for Section II) and 33% (for Sections I and III)—are maintained. These matching requirements may be waived in limited circumstances. See 45 CFR §§ 2521.35–2521.90, for the specific regulatory match and waiver requirements.

APPENDIX H: Budget Worksheet

Section I. Program Operating Costs

A. Personnel Expenses

Position/Title/Description	Qty	Annual Salary	% Time	Total Amount	CNCS Share	Grantee Share
Totals						

B. Personnel Fringe Benefits

Purpose/Description	Calculation	Total Amount	CNCS Share	Grantee Share
Totals				

C.1. Staff Travel

Purpose	Calculation	Total Amount	CNCS Share	Grantee Share
Totals				

C. 2. Member Travel

Purpose	Calculation	Total Amount	CNCS Share	Grantee Share
Totals				

D. Equipment

Item/ Purpose/Justification	Qty	Unit Cost	Total Amount	CNCS Share	Grantee Share
Totals					

E. Supplies

Purpose	Calculation	Total Amount	CNCS Share	Grantee Share
Totals				

F. Contractual and Consultant Services

Purpose	Calculation	Daily Rate	Total Amount	CNCS Share	Grantee Share
Totals					

G.1. Staff Training

Purpose	Calculation	Daily Rate	Total Amount	CNCS Share	Grantee Share
Totals					

G.2. Member Training

Purpose	Calculation	Daily Rate	Total Amount	CNCS Share	Grantee Share
Totals					

H. Evaluation

Purpose	Calculation	Daily Rate	Total Amount	CNCS Share	Grantee Share
Totals					

I. Other Program Operating Costs

Purpose	Calculation	Daily Rate	Total Amount	CNCS Share	Grantee Share
Totals					

Subtotal Section I:	Total Amount	CNCS Share	Grantee Share

J. Source of Match

Source(s), Type, Amount, Intended Purpose				
In-kind	Private \$	State and/or Local \$	Federal \$	Sources Pro bono legal services from Name.
Cash	\$	\$	\$	ABC Foundation, State of A, and Federal Grant from ABC Agency
Total	\$	\$	\$	

Section II. Member Costs

A. Living Allowance

Item	# Mbrs	Allowance Rate	# w/o Allowance	Total Amount	CNCS Share	Grantee Share
Full Time (1700 hrs)						
Half Time (900 hrs)						
1st Year of 2-Year Half Time						
2 nd Year of 2-Year Half Time						
Reduced Half Time (675 hrs)						
Quarter Time (450 hrs)						
Minimum Time (300 hrs)						
Totals						

B. Member Support Costs

Purpose	Calculation	Daily Rate	Total Amount	CNCS Share	Grantee Share
Totals					

Subtotal Section II:	Total Amount	CNCS Share	Grantee Share
Subtotal Sections I + II:			

C. Source of Match

Source(s), Type, Amount, Intended Purpose,				
In-kind	Private \$	State and/or Local \$	Federal \$	Sources Pro bono legal services from Name.
Cash	\$	\$	\$	ABC Foundation, State of A, and Federal Grant from ABC Agency
Total	\$	\$	\$	

Section III. Administrative/Indirect Costs

A. Corporation Fixed Percentage Method

Purpose	Calculation	Total Amount	CNCS Share	Grantee Share
Subgrantee Share				
Commission Share				
Totals				

B. Federally Approved Indirect Cost Rate Method

	Cost Type	Basis	Calculation	Rate	Rate Claimed	Total Amount	CNCS Share	Grantee Share
Subgrantee Share								
Commission Share								
Totals								

Total Sections I + II + III:	Total Amount	CNCS Share	Grantee Share

Budget Total: Validate this budget Required Match Percentages:	Total Amount	CNCS Share	Grantee Share

APPENDIX I: Budget Analysis Checklist

Below is a checklist to help you make certain that you submit an accurate budget narrative that meets AmeriCorps requirements.

In Compliance?	Section I. Program Operating Costs
Yes __ No __	Costs charged under the Personnel line item directly relate to the operation of the AmeriCorps project? Examples include costs for staff that recruit, train, place, or supervise members as well as manage the project.
Yes __ No __	Staff indirectly involved in the management or operation of the applicant organization is funded through the administrative cost section (Section III.) of the budget? Examples of administrative costs include central management and support functions.
Yes __ No __	Staff fundraising expenses are not charged to the grant? You may not charge AmeriCorps staff members' time and related expenses for fundraising to the federal or grantee share of the grant. Expenses incurred to raise funds must be paid out of the funds raised. Development officers and fundraising staff are not allowable expenses.
Yes __ No __	Brief position descriptions are provided for each staff member listed on the grant?
Yes __ No __	Funds to pay relocation expenses of AmeriCorps members are not in the federal share of the budget?
Yes __ No __	Funds for the purchase of equipment (does not include general use office equipment) are limited to 10% of the total grant amount?
Yes __ No __	All single equipment items over \$5000 per unit are specifically listed?
Yes __ No __	All single supply items over \$1000 per unit are specifically listed?
Yes __ No __	Justification/explanation of equipment items is included in the budget narrative?
Yes __ No __	Have the instructions concerning service gear been followed? If you choose to purchase the standard service gear package, budget \$35.00 per member. If you choose to purchase the collared-shirt, budget between \$35 and \$70 per member. The federal share can be up to \$150 per member for additional safety apparel that is necessary to perform daily service activities. You must include a justification for these additional items in the budget narrative.
Yes __ No __	Are all consultant services are budgeted below the maximum federal daily rate of \$540/day?
Yes __ No __	Does the budget reflect adequate budgeted costs for project evaluation?
Yes __ No __	Are all items in the budget narrative itemized and justified?
Yes __ No __	You have included \$2,000 for travel to CNCS-sponsored meetings in the budget narrative (\$750 for National operating sites, if applicable)?
Yes __ No __	Have you provided budgeted costs for background checks of members and grant-funded staff that will have recurring access to vulnerable populations (i.e., children, frail elderly, persons with disabilities)?
Yes __ No __	Are all Project Operating Costs matched at least 33% with cash or in-kind contributions?
Yes __ No __	Is the total amount of cash and/or in-kind derived from private, state and local, and federal funds stated in the narrative?

In Compliance?	Section II. Member Costs
Yes ___ No ___	Are the living allowance amounts correct? Full-time AmeriCorps members must receive at least the minimum living allowance as indicated in the chart in the budget instructions. Note: Programs in existence prior to September 21, 1993 may offer a lower living allowance than the minimum. If such a program chooses to offer a living allowance, it is exempt from the minimum requirement, but not from the maximum requirement. Projects are not required to provide half-time members living allowances, but if they do, they must comply with the living allowance requirements listed in the budget instructions.
Yes ___ No ___	Does the budget provide non-federal cash match for all member costs, except health care? You cannot use other federal funds for the first 15% of match of living allowance, FICA, or worker's compensation.
Yes ___ No ___	Are Member Costs matched at least 15% in cash? If you are budgeting use of work-study funds, there must be an aggregate 15% non-federal share of all member costs.
Yes ___ No ___	Is the federal share of the living allowance for full-time members no more than the amount listed in the chart in the budget instructions? Regardless of the size of the living allowance, the federal share cannot exceed the statutory 85% of the minimum living allowance.
Yes ___ No ___	The federal share of living allowance for half-time members is not more than 85% of half of the minimum living allowance as announced in the <i>Notice</i> and budget instructions? As with full-time members, projects may provide a higher living allowance, but the federal share cannot exceed the amount listed.
Yes ___ No ___	Living allowances are not paid on an hourly basis? They may be calculated using service hours and program length to derive a weekly or biweekly distribution amount. Divide the distribution in equal increments that are not based on the specified number of hours served.
Yes ___ No ___	Is FICA calculated correctly? You must pay FICA for any member receiving a living allowance. Unless exempted by the IRS, calculate FICA at 7.65% of the total amount of the living allowance.
Yes ___ No ___	Is the Worker's Compensation calculation correct? Some states require worker's compensation for AmeriCorps members. Check with your local State Department of Labor or state commission to determine whether or not you are required to pay worker's compensation and at what level (i.e., rate). If you are not required to pay worker's compensation, you need to provide similar coverage for members' on-the-job injuries through their own existing coverage or a new policy purchased in accordance with normal procedures (i.e., Death and Dismemberment coverage).
Yes ___ No ___	Health care is provided for qualified full-time AmeriCorps members only (unless half-time serving for a sustained full-time period of time such as summer service)? If your project chooses to provide health care to other half-time members, you may not use federal funds to help pay for any portion of the cost. Projects must provide health care coverage to all full-time members who do not have adequate health care coverage at the time of enrollment or who lose coverage due to participation in the project. In addition, projects must provide coverage if a full-time member loses coverage during the term of service through no deliberate act of his/her own.

In Compliance?	Section III. Administrative/Indirect Costs
Yes ___ No ___	Applicant has chosen Option A – Corporation fixed percentage method and the maximum federal share of administrative costs does not exceed 5% of the total federal funds budgeted? To determine the federal administrative share, multiply all other budgeted federal funds by .0526.
Yes ___ No ___	Applicant has chosen Option B – federally approved indirect cost rate method and documentation on file? Administrative costs budgeted include the following: (1) indirect costs such as legal staff, central management and support functions; (2) costs for financial, accounting, audit, internal evaluations, and contracting functions; (3) costs for insurance that protects the entity that operates the project; and (4) the portion of the salaries and benefits of the director and any other project administrative staff not attributable to the time spent in direct support of a specific project.
Yes ___ No ___	For all matching funds, the source(s), the type of contribution (cash or in-kind), the amount (or an estimate), and the intended purpose are clearly identified in the narrative. Is the total amount of cash and/or in-kind derived from private, state and local, and federal funds stated in the narrative?

APPENDIX J: Assurances and Certifications

Instructions

By signing and submitting this application, as the duly authorized representative of the applicant, you certify that the applicant will comply with the Assurances and Certifications described below.

- a) **Inability to certify**
Your inability to provide the assurances and certifications listed below will not necessarily result in denial of a grant. You must submit an explanation of why you cannot do so. We will consider your explanation in determining whether to enter into this transaction. However, your failure to furnish an explanation will disqualify your application.
- b) **Erroneous certification or assurance**
The assurances and certifications are material representations of fact upon which we rely in determining whether to enter into this transaction. If we later determine that you knowingly submitted an erroneous certification or assurance, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.
- c) **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.
- d) **Definitions**
The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal”, and “voluntarily excluded” as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. An applicant shall be considered a “prospective primary participant in a covered transaction” as defined in the rules implementing Executive Order 12549. You may contact us for assistance in obtaining a copy of those regulations.
- e) **Assurance requirement for subgrant agreements**
You agree by submitting this proposal that if we approve your application you shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by us.
- f) **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 transactions and in all solicitations for lower tier covered transactions that the participants are not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction.
- g) **Assurance of subgrant principals**
You may rely upon an assurance of a prospective participant in a lower-tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless you know that the assurance is erroneous. You may decide the method and frequency by which you determine the eligibility of your principals. You may, but are not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
- h) **Non-assurance in subgrant agreements**
If you knowingly enter into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, we may terminate this transaction for cause or default.
- i) **Prudent person standard**
Nothing contained in the aforementioned may be construed to require establishment of a system of records in order to render in good faith the assurances and certifications required. Your knowledge and information is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

ASSURANCES

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

1. 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 program costs) to ensure proper planning, management, and completion of the program described in this application.
2. Will give the awarding agency, 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.
3. Will establish safeguards to prohibit employees from using their position for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. 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 Corporation will be used to support any such prohibited activities.
6. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. 4728-4763) relating to prescribed standards for merit systems for programs funded under one of the statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).
7. Will comply with all federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color, or national origin; (b) 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; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), which prohibits discrimination on the basis of handicaps; (d) The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107), which prohibits discrimination on the basis of age; (e) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) 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 housing; (i) any other nondiscrimination provisions in the National and Community Service Act of 1990 or the Domestic Volunteer Services Act, as amended; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
8. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs. These requirements apply to all interests in real property acquired for program purposes regardless of federal participation in purchases.
9. Will comply, as applicable, 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.
10. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C 276a and 276a-7), the Copeland Act (40 U.S.C 276c and 18 U.S.C. 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), regarding labor standards for federally assisted construction sub-agreements.
11. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires the recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
12. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of program consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C 1451 et seq.); (f) conformity of federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. 7401 et seq.); (g) protection of underground sources of drinking

water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

13. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
14. Will assist the awarding agency 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-1 et seq.).
15. Will comply with P.L. 93-348 and 45 CFR Part 46 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
16. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
17. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4801 et seq.) which prohibits the use of lead based paint in construction or rehabilitation of residence structures.
18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act of 1984, as amended, and OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations.
19. Will comply with all the requirements of Subpart C of 45 CFR Part 2542, implementing E.O. 1259, regarding restrictions on doing business with suspended, debarred, and otherwise disqualified entities.
20. Will comply with all the requirements for providing a drug-free workplace on a continuing basis as set out in Subpart B of 45 CFR Part 2545, implementing sections 5151-5160 of the Drug-Free Workplace Act of 1988 (P.L. 100-690).
21. Will provide, in the design, recruitment, and operation of any AmeriCorps program, for broad-based input from – (1) the community served 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.
22. 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 nondisplacement requirements specified in section 177 of the NCSA.
23. 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.
24. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, application guidelines, and policies governing this program.

CERTIFICATIONS

1. Lobbying (Activities)

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

- (a) No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 making of any federal grant, the entering into of any cooperative agreement, and the extension, renewal, amendment or modification of any federal grant, or cooperative agreement.
- (b) 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 grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The undersigned shall require that the language of this certification be included in the award documents for all tiers (including subawards, subgrants, contracts under grants and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

2. Compliance with the Lobbying Disclosure Act of 1995. As the duly authorized representative of the applicant, I certify, to the best of my knowledge and belief, that neither the undersigned nor any of its operating sites is an organization described in Section (501)c(4) of the Internal Revenue Code of 1986, 26 U.S.C. § 501c(4) that engages in lobbying activities.

ASSURANCES AND CERTIFICATIONS

ASSURANCE SIGNATURE: **NOTE: Sign this form and include in the application.**

By signing this assurances page, you certify that you agree to perform all actions and support all intentions in the Assurances section.

Legal Applicant: _____

Program Name: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

CERTIFICATION SIGNATURE: **NOTE: Sign this form and include in the application.**

By signing this Certification page, you certify that you agree to perform all actions and support all intentions in the Certification sections of this application. The three Certifications are:

Certification: Debarment, Suspension and Other Responsibility Matters

Certification: Drug-Free Workplace

Certification: Lobbying Activities

Legal Applicant: _____

Program Name: _____

Name and Title of Authorized Representative: _____

Signature: _____

Date: _____

APPENDIX K: Survey on Ensuring Equal Opportunity for Applicants



SURVEY ON ENSURING EQUAL OPPORTUNITY FOR APPLICANTS

OMB NO 1890-0014 EXP 2/28/2009

Purpose: The Federal government is committed to ensuring that all qualified applicants, small or large, non-religious or faith-based, have an equal opportunity to compete for Federal funding. In order for us to better understand the population of applicants for Federal funds, we are asking nonprofit private organizations (not including private universities) to fill out this survey.

Upon receipt, the survey will be separated from the application. Information provided on the survey will not be considered in any way in making funding decisions and will not be included in the Federal grants database. While your help in this data collection process is greatly appreciated, completion of this survey is voluntary.

Instructions for Submitting the Survey: If you are applying using a hard copy application, please place the completed survey in an envelope labeled "Applicant Survey." Seal the envelope and include it along with your application package. If you are applying electronically, please submit this survey along with your application.

Applicant's (Organization) Name:

Applicant's DUNS Number:

Federal Program: _____ **CFDA Number:** _____

1. Has the applicant ever received a grant or contract from the Federal government?

Yes No

2. Is the applicant a faith-based organization?

Yes No

3. Is the applicant secular organization?

Yes No

4. Does the applicant have 501(c)(3) status?

Yes No

5. Is the applicant a local affiliate of a national organization?

Yes No

6. How many full-time equivalent employees does the applicant have? *(Check only one box).*

3 or Fewer 15-50
 4-5 51-100
 6-14 over 100

7. What is the size of the applicant's annual budget?
(Check only one box.)

Less Than \$150,000
 \$150,000 - \$299,999
 \$300,000 - \$499,999
 \$500,000 - \$999,999
 \$1,000,000 - \$4,999,999
 \$5,000,000 or more

Survey Instructions on Ensuring Equal Opportunity for Applicant

Provide the applicant's (organization) name and DUNS number and the grant name and CFDA number.

1. Self-explanatory.
2. Self-identify.
3. Self-identify.
4. 501(c)(3) status is a legal designation provided on application to the Internal Revenue Service by eligible organizations. Some grant programs may require nonprofit applicants to have 501(c)(3) status. Other grant programs do not.
5. Self-explanatory.
6. For example, two part-time employees who each work half-time equal one full-time equivalent employee. If the applicant is a local affiliate of a national organization, the responses to survey questions 2 and 3 should reflect the staff and budget size of the local affiliate.
7. Annual budget means the amount of money your organization spends each year on all of its activities.

Paperwork Burden Statement

According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless such collection displays a valid OMB control number. The valid OMB control number for this information collection is **1890-0014**. The time required to complete this information collection is estimated to average five (5) minutes per response, including the time to review instructions, search existing data resources, gather the data needed, and complete and review the information collection. **If you have any comments concerning the accuracy of the time estimate(s) or suggestions for improving this form, please write to: Amy Borgstrom, Corporation for National and Community Service, 1201 New York Avenue, NW, Washington, D.C. 20525.**

APPENDIX L: DE DHSS Standard Boilerplate Contract

For your reference only

CONTRACT

A) Introduction

1. This contract is entered into between the Delaware Department of Health and Social Services (the Department), Division of _____ (Division) and _____ (the Contractor).
2. The Contract shall commence on _____ and terminate on _____ unless specifically extended by an amendment, signed by all parties to the Contract. Time is of the essence. (Effective contract start date is subject to the provisions of Paragraph C 1 of this Agreement.)

B) Administrative Requirements

1. Contractor recognizes that it is operating as an independent Contractor and that it is liable for any and all losses, penalties, damages, expenses, attorney's fees, judgments, and/or settlements incurred by reason of injury to or death of any and all persons, or injury to any and all property, of any nature, arising out of the Contractor's negligent performance under this Contract, and particularly without limiting the foregoing, caused by, resulting from, or arising out of any act of omission on the part of the Contractor in their negligent performance under this Contract.
2. The Contractor shall maintain such insurance as will protect against claims under Worker's Compensation Act and from any other claims for damages for personal injury, including death, which may arise from operations under this Contract. The Contractor is an independent contractor and is not an employee of the State.
3. During the term of this Contract, the Contractor shall, at its own expense, carry insurance with minimum coverage limits as follows:

- | | |
|------------------------------------|--------------------------|
| a) Comprehensive General Liability | \$1,000,000 |
| and | |
| b) Medical/Professional Liability | \$1,000,000/ \$3,000,000 |
| or | |
| c) Misc. Errors and Omissions | \$1,000,000/\$3,000,000 |
| or | |
| d) Product Liability | \$1,000,000/\$3,000,000 |

All contractors must carry (a) and at least one of (b), (c), or (d), depending on the type of service or product being delivered.

If the contractual service requires the transportation of Departmental clients or staff, the contractor shall, in addition to the above coverage, secure at its own expense the following coverage:

- e) Automotive Liability (Bodily Injury) \$100,000/\$300,000
- f) Automotive Property Damage (to others) \$ 25,000

4. Notwithstanding the information contained above, the Contractor shall indemnify and hold harmless the State of Delaware, the Department and the Division from contingent liability to others for damages because of bodily injury, including death, that may result from the Contractor's negligent performance under this Contract, and any other liability for damages for which the Contractor is required to indemnify the State, the Department and the Division under any provision of this Contract.

5. The policies required under Paragraph B3 must be written to include Comprehensive General Liability coverage, including Bodily Injury and Property damage insurance to protect against claims arising from the performance of the Contractor and the contractor's subcontractors under this Contract and Medical/Professional Liability coverage when applicable.

6. The Contractor shall provide a Certificate of Insurance as proof that the Contractor has the required insurance. The certificate shall identify the Department and the Division as the "Certificate Holder" and shall be valid for the contract's period of performance as detailed in Paragraph A 2.

7. The Contractor acknowledges and accepts full responsibility for securing and maintaining all licenses and permits, including the Delaware business license, as applicable and required by law, to engage in business and provide the goods and/or services to be acquired under the terms of this Contract. The Contractor acknowledges and is aware that Delaware law provides for significant penalties associated with the conduct of business without the appropriate license.

8. The Contractor agrees to comply with all State and Federal licensing standards and all other applicable standards as required to provide services under this Contract, to assure the quality of services provided under this Contract. The Contractor shall immediately notify the Department in writing of any change in the status of any accreditation, licenses or certifications in any jurisdiction in which they provide services or conduct business. If this change in status regards the fact that its accreditation, licensure, or certification is suspended, revoked, or otherwise impaired in any jurisdiction, the Contractor understands that such action may be grounds for termination of the Contract.
9. Contractor agrees to comply with all the terms, requirements and provisions of the Civil Rights Act of 1964, the Rehabilitation Act of 1973 and any other federal, state, local or any other anti discriminatory act, law, statute, regulation or policy along with all amendments and revision of these laws, in the performance of this Contract and will not discriminate against any applicant or employee or service recipient because of race, creed, religion, age, sex, color, national or ethnic origin, disability or any other unlawful discriminatory basis or criteria.
10. The Contractor agrees to provide to the Divisional Contract Manager, on an annual basis, if requested, information regarding its client population served under this Contract by race, color, national origin or disability.
11. This Contract may be terminated in whole or part:
 - a) by the Department upon five (5) calendar days written notice for cause or documented unsatisfactory performance,
 - b) by the Department upon fifteen (15) calendar days written notice of the loss of funding or reduction of funding for the stated Contractor services as described in Appendix B,
 - c) by either party without cause upon thirty (30) calendar day's written notice to the other Party, unless a longer period is specified in Appendix A.

In the event of termination, all finished or unfinished documents, data, studies, surveys, drawings, models, maps, photographs, and reports or other material prepared by Contractor under this contract shall, at the option of the Department, become the property of the Department.

In the event of termination, the Contractor, upon receiving the termination notice, shall immediately cease work and refrain from purchasing contract related items unless otherwise instructed by the Department.

The Contractor shall be entitled to receive reasonable compensation as determined by the Department in its sole discretion for any satisfactory work completed on such documents and other materials that are usable to the Department. Whether such work is satisfactory and usable is determined by the Department in its sole discretion.

Should the Contractor cease conducting business, become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or assets, or shall avail itself of, or become subject to any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or protection of the rights of creditors, then at the option of the Department, this Contract shall terminate and be of no further force and effect. Contractor shall notify the Department immediately of such events.

12. Any notice required or permitted under this Contract shall be effective upon receipt and may be hand delivered with receipt requested or by registered or certified mail with return receipt requested. Either Party may change its address for notices and official formal correspondence upon five (5) days written notice to the other.
13. In the event of amendments to current Federal or State laws which nullify any term(s) or provision(s) of this Contract, the remainder of the Contract will remain unaffected.
14. This Contract shall not be altered, changed, modified or amended except by written consent of all Parties to the Contract.
15. The Contractor shall not enter into any subcontract for any portion of the services covered by this Contract without obtaining prior written approval of the Department. Any such subcontract shall be subject to all the conditions and provisions of this Contract. The approval requirements of this paragraph do not extend to the purchase of articles, supplies, equipment, rentals, leases and other day-to-day operational expenses in support of staff or facilities providing the services covered by this Contract.
16. This entire Contract between the Contractor and the Department is composed of these several pages and the attached:

Appendix A - Divisional Requirements

Appendix B - Services Description

Appendix C - Contract Budget

Appendix

17. This Contract shall be interpreted and any disputes resolved according to the Laws of the State of Delaware. Except as may be otherwise provided in this contract, all claims, counterclaims, disputes and other matters in question between the Department and Contractor arising out of or relating to this Contract or the breach thereof will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the State of Delaware.
18. In the event Contractor is successful in an action under the antitrust laws of the United States and/or the State of Delaware against a vendor, supplier, subcontractor, or other party who provides particular goods or services to the Contractor that impact the budget for this Contract, Contractor agrees to reimburse the State of Delaware, Department of Health and Social Services for the pro-rata portion of the damages awarded that are attributable to the goods or services used by the Contractor to fulfill the requirements of this Contract. In the event Contractor refuses or neglects after reasonable written notice by the Department to bring such antitrust action, Contractor shall be deemed to have assigned such action to the Department.
19. Contractor covenants that it presently has no interest and shall not acquire any interests, direct or indirect, that would conflict in any manner or degree with the performance of this Contract. Contractor further covenants that in the performance of this contract, it shall not employ any person having such interest.
20. Contractor covenants that it has not employed or retained any company or person who is working primarily for the Contractor, to solicit or secure this agreement, by improperly influencing the Department or any of its employees in any professional procurement process; and, the Contractor has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working primarily for the Contractor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from the award or making of this agreement. For the violation of this provision, the Department shall have the right to terminate the agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.
21. The Department shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials prepared under this Contract. Contractor shall have no right to copyright any material produced in whole or in part under this Contract. Upon the request of the Department, the Contractor shall execute additional documents as are required to assure the transfer of such copyrights to the Department.

If the use of any services or deliverables is prohibited by court action based on a U.S. patent or copyright infringement claim, Contractor shall, at its own expense, buy for the

Department the right to continue using the services or deliverables or modify or replace the product with no material loss in use, at the option of the Department.

22. Contractor agrees that no information obtained pursuant to this Contract may be released in any form except in compliance with applicable laws and policies on the confidentiality of information and except as necessary for the proper discharge of the Contractor's obligations under this Contract.
23. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Contract shall not be deemed to be a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Contract unless stated to be such in writing, signed by authorized representatives of all parties and attached to the original Contract.
24. If the amount of this contract listed in Paragraph C2 is over \$100,000, the Contractor, by their signature in Section E, is representing that the Firm and/or its Principals, along with its subcontractors and assignees under this agreement, are not currently subject to either suspension or debarment from Procurement and Non-Procurement activities by the Federal Government.

C) Financial Requirements

1. The rights and obligations of each Party to this Contract are not effective and no Party is bound by the terms of this contract unless, and until, a validly executed Purchase Order is approved by the Secretary of Finance and received by Contractor, *if required by the State of Delaware Budget and Accounting Manual*, and all policies and procedures of the Department of Finance have been met. The obligations of the Department under this Contract are expressly limited to the amount of any approved Purchase Order. The State will not be liable for expenditures made or services delivered prior to Contractor's receipt of the Purchase Order.
2. Total payments under this Contract shall not exceed \$ _____ in accordance with the budget presented in Appendix C. Payment will be made upon receipt of an itemized invoice from the Contractor in accordance with the payment schedule, if any. Contractor is responsible for costs incurred in excess of the total cost of this Contract and the Department is not responsible for such costs.
3. The Contractor is solely responsible for the payment of all amounts due to all subcontractors and suppliers of goods, materials or services which may have been acquired

by or provided to the Contractor in the performance of this contract. The Department is not responsible for the payment of such subcontractors or suppliers.

4. The Contractor shall not assign the Contract or any portion thereof without prior written approval of the Department and subject to such conditions and revisions as the Department may deem necessary. No such approval by the Department of any assignment shall be deemed to provide for the incurrence of any obligations of the Department in addition to the total agreed upon price of the Contract.
5. Contractor shall maintain books, records, documents and other evidence directly pertinent to performance under this Contract in accordance with generally accepted accounting principles and practices. Contractor shall also maintain the financial information and data used by Contractor in the preparation of support of its bid or proposal. Contractor shall retain this information for a period of five (5) years from the date services were rendered by the Contractor. Records involving matters in litigation shall be retained for one (1) year following the termination of such litigation. The Department shall have access to such books, records, documents, and other evidence for the purpose of inspection, auditing, and copying during normal business hours of the Contractor after giving reasonable notice. Contractor will provide facilities for such access and inspection.
6. The Contractor agrees that any submission by or on behalf of the Contractor of any claim for payment by the Department shall constitute certification by the Contractor that the services or items for which payment is claimed were actually rendered by the Contractor or its agents, and that all information submitted in support of the claims is true, accurate, and complete.
7. The cost of any Contract audit disallowances resulting from the examination of the Contractor's financial records will be borne by the Contractor. Reimbursement to the Department for disallowances shall be drawn from the Contractor's own resources and not charged to Contract costs or cost pools indirectly charging Contract costs.
8. When the Department desires any addition or deletion to the deliverables or a change in the services to be provided under this Contract, it shall so notify the Contractor. The Department will develop a Contract Amendment authorizing said change. The Amendment shall state whether the change shall cause an alteration in the price or time required by the Contractor for any aspect of its performance under the Contract. Pricing of changes shall be consistent with those prices or costs established within this Contract. Such amendment shall not be effective until executed by all Parties pursuant to Paragraph B 14.

D) Miscellaneous Requirements

1. *If applicable*, the Contractor agrees to adhere to the requirements of DHSS Policy Memorandum # 46, (PM # 46, effective 5/23/97), and divisional procedures regarding the

reporting and investigation of suspected abuse, neglect, mistreatment, misappropriation of property and significant injury of residents/clients receiving services. The policy and procedures are included as Appendix _____ to this Contract. It is understood that adherence to this policy includes the development of appropriate procedures to implement the policy and ensuring staff receive appropriate training on the policy requirements. The Contractor's procedures must include the position(s) responsible for the PM46 process in the provider agency. Documentation of staff training on PM46 must be maintained by the Contractor.

2. The Contractor, including its parent company and its subsidiaries, and any subcontractor, including its parent company and subsidiaries, agree to comply with the provisions of 29 Del. Code, Chapter 58: "Laws Regulating the Conduct of Officers and Employees of the State," and in particular with Section 5805 (d): "Post Employment Restrictions."
3. *When required by Law*, Contractor shall conduct child abuse and adult abuse registry checks and obtain service letters in accordance with 19 Del. Code Section 708; and 11 Del. Code, Sections 8563 and 8564. Contractor shall not employ individuals with adverse registry findings in the performance of this contract.

E) Authorized Signatures:

For the Contractor:

Name

Title

Date

For the Department:

Vincent P. Meconi, Secretary

Date

For the Division:

Director

Date