

Draft

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE DISASTER RESPONSE COOPERATIVE AGREEMENT (DRCA) GUIDANCE AND APPLICATION INSTRUCTIONS

The DRCA is the legal instrument by which organizations can be reimbursed by CNCS for expenses incurred by the response, when it occurs under authority of a Mission Assignment from FEMA [or another agency]. To enable Corporation-supported national service organizations to engage members and participants in response to federally-declared disasters and to be eligible to be reimbursed by CNCS for related expenses, organizations must have a CNCS Disaster Response Cooperative Agreement in place.

This document describes eligibility criteria, the nature of disaster deployments, CNCS's expectations for performance upon selection, and the application process. Please review this information carefully and follow the application instructions if your organization is both qualified for and interested in entering into the CNCS Disaster Response Cooperative Agreement.

Eligibility Criteria

To be approved for the CNCS Disaster Response Cooperative Agreement, your application should establish that your organization:

- Is committed to and has the capacity, evidenced by program experience and organizational training and background, to support national service activities on disaster.
- Understands the difficult conditions of deployment [described below] and informs and prepares its members/participants for these conditions.
- Ensures participants are in physical condition appropriate for specified tasks.
- Can cover the expenses incurred by deployment, pending reimbursement by CNCS upon completion of the deployment.
- Can respond within 24 to 48 hours of confirmation of deployment status.
- Has agreements in place (as needed) with project sponsors allowing participants to leave regular duties in order to deploy, as necessary.
- Has liability coverage in place for in-state and out-of-state disaster deployments, if the program intends to be available for out-of-state deployments.
- Will take reasonable steps to manage the risks inherent in disaster response.
- Has the appropriate financial management and programmatic infrastructure and background to successfully execute the DRCA.

Participating Organizations

CNCS has the legal authority to support a wide variety of organizations with various skills/resources that can be brought to bear on an impacted community. The Cooperative Agreement serves to recognize the variety of contributions that can be utilized in times of disaster. The application categorizes participating organizations into the following groups:

Draft

- **CNCS Subgrantees-** These organizations represent various individual AmeriCorps, Senior Corps and Learn and Serve programs (including youth corps, local volunteer and service programs, etc.) with the capacity to deploy and support national service participants to impacted areas to provide direct service.
- **State Service Commissions and CNCS National Direct Grantees-** These organizations serve to administer, support, represent and/or coordinate networks of national service programs. While not directly deploying their own participants to provide direct service, they can utilize their networks to engage other national service participants in disaster response activities.
- **Non-profit organizations with no formal relationship with CNCS-** These organizations do not presently have a formal grant or other funding agreement with CNCS. These organizations can represent a wide variety of non-profit organizations, Voluntary Organizations Active in Disaster, or other service organizations; and can provide a wide variety of direct service, logistical, administrative or other support during times of disaster.

The DRCA application is designed to capture information for each type of organization and help CNCS match the resources of each participating organization to the identified community need. It also allows CNCS to review participating organizations to ensure they have the necessary programmatic, financial, and administrative infrastructure to effectively execute the agreement and provide the services offered.

Conditions of Deployment

It is important that organizations and their participants understand that disaster deployments are considered **hardship assignments**. Your organization should not apply for this Cooperative Agreement unless you understand that your participants may face unfavorable conditions, which may include:

- Extreme weather conditions such as high heat and humidity; sustained exposure to subfreezing temperatures or unmitigated heat from direct sunlight; rain, snow, or other forms of precipitation; lightning; and dangerous flooding situations.
- Possible exposure to infections and diseases due to dangerous and/or unsanitary conditions.
- Potentially dangerous working situations such as handling broken glass and twisted metal, climbing on roofs, and wading through flood waters.
- Unfavorable living conditions. Responders often sleep on gymnasium floors, at camp grounds, in church halls, and in college dorms. There is also the possibility of there being no heat, air conditioning, or hot water in living spaces.
- Limited food choices. Often, responders are fed by the mobile operations of other responding voluntary organizations such as the Salvation Army and the American Red Cross, or by churches in the community. The selection of food at these sites is extremely limited, so there is no guarantee that special dietary requirements can be reasonably accommodated. While options may exist, responders have, on occasion, had nothing else to eat except Meals Ready to Eat (MREs) provided by FEMA.

Draft

- Long work hours. In the days and weeks immediately following a disaster, much work must get done as quickly as possible. Responders may be required to work from sunrise to sunset to meet immediate needs. Workers in shelters may have to work in a 24 hour work environment. While FEMA usually tries to ensure one day off a week, there are no guarantees.
- Chaotic work environment. Individuals deployed to disasters must understand that most deployments do not work out exactly as anticipated. A “hurry up and wait” scenario is possible – participants rush to deploy, only to spend several days on site with very little to do as the operation is organized. Also, responders may end up doing something totally different than what they had deployed to do. In some cases, there may prove to be no need for the responders once they arrive, and they may be sent home immediately (expenses incurred will be reimbursed). *Flexibility* is the most important requirement for responding programs.

If You Want to Participate

We encourage organizations that can meet the above criteria, understand the conditions they may face in responding to disasters, and possess the capacity and motivation to respond to disasters to apply. Only organizations with an signed CNCS Disaster Response Cooperative Agreement in place will be eligible for deployment and reimbursement of expenses. Please review the three attachments: Overview of Disaster Response Process, Application Forms and Instructions, and Frequently Asked Questions.

Review/Approval

Submitted proposals will be reviewed by CNCS program and appropriate fiscal offices and CNCS’s Disaster Services Unit (DSU). Proposal review will be based on the criteria identified above, organizational financial and program capacity, outstanding grant issues, and background. Follow-up contact may be required to clarify proposal information.

You will be notified upon approval and the CNCS Disaster Response Cooperative Agreement will be awarded for a period of three years. There will be no funds awarded, other than the amounts of approved reimbursements following participation in disaster response projects. Thus, it is possible that you will have a Cooperative Agreement in place for three years, but not be deployed and hence not be issued any funds.

The Cooperative Agreement will describe the roles and responsibilities and specify requirements and deadlines for participating CNCS organizations/programs and for CNCS.

Must I have a Cooperative Agreement in place to respond to disasters?

An organization that does not have a CNCS Disaster Response Cooperative Agreement in place is free to participate in disaster response directly with a host organization, through the American Red Cross or through another intermediary. This process will not limit your

Draft

opportunity or capacity to participate in disaster response – but unless a Cooperative Agreement is in place, reimbursement for expenses through CNCS is not possible.

If you have any questions, please contact the Disaster Services Unit at DSU@cns.gov.

Attachments:

I: CNCS Disaster Response Process

II: CNCS Disaster Response Cooperative Agreement Application Process, Forms and Instructions

III: Frequently Asked Questions

I. CNCS Disaster Response Process

In fulfilling its responsibilities in declared disaster situations, FEMA may negotiate and execute a Mission Assignment to CNCS to support specific relief/recovery activities by CNCS supported organizations in the disaster area. When a Mission Assignment is in place with CNCS, the Office of Disaster Services will work with FEMA and with state and local agencies and organizations to identify specific disaster response/relief/recovery projects in the disaster area and will identify appropriate CNCS supported organizations to respond and fulfill these projects.

How programs are chosen for deployment

CNCS works collaboratively with a wide variety of organizations including locally and nationally managed non-profit organizations, state service commissions, CNCS managed programs, and Voluntary Organizations Active in Disaster (VOAD). The top priority of CNCS when Mission Assigned to an impacted community is to match the available resources to the identified needs. Because the opportunities for response may be limited, we have identified criteria by which programs may be chosen for deployment. Organizations with a CNCS Disaster Response Cooperative Agreement in place will be requested for deployment based on the following:

- Identified need. Mission Assignments can involve a variety of support requests including: immediate preparedness, operations center management, volunteer coordination, logistical support, physical labor, voluntary organization coordination, etc. CNCS will endeavor to match the available resources to those identified needs.
- Specific skills requirements. For example, a program that has crews certified in chain saw operation may be contacted first for a debris removal assignment that requires those skills.
- Proximity to the disaster area. Ideally, resources closest to the location of the disaster are deployed, assuming those programs are not affected by the disaster.
- Extent of training/background/experience relevant to identified project.
- Availability for deployment. Organizations must be able to ensure that they will be able to respond within 24 to 48 hours, if needed.

Draft

Information Needed From Organizations

Following are the kinds of information that will help us determine suitability for deployment included in the DRCA application. Failure to provide complete information may affect both the approval of a program for a DRCA and deployment on a Mission Assignment. The information requested is critical to be able to effectively match the capabilities of a program to the needs of a community affected by a disaster. The types of information and their use are as follows:

- **Resource Provided.** Each type of organization CNCS provides in a disaster occupies a unique niche that must be utilized appropriately to ensure effective disaster response. Some programs will deploy participants to impacted communities to provide direct services such as sheltering, home repair, call center operation, etc. Some organizations can coordinate and support the activities of networks of organizations engaged in the above mentioned activities. Other organizations may provide logistical, administrative, technical and other support unique to that organization's mission.
- **Operational Plan.** CNCS will need to know how your organization will utilize its resources in times of disaster. This includes logistics; communications, both among your participants and with CNCS; distribution/utilization of reimbursed funds; and reporting.
- **Training.** While specialized training is not generally required for most deployments, CNCS needs to understand the range of disaster-related training provided by organizations and obtained by participants, such as First Aid/CPR, Community Emergency Response Team (CERT) training, fire suppression and/or search and rescue training (beyond that provided in CERT), any American Red Cross disaster response training, or any FEMA disaster training, including ICS [Incident Command System]. Knowledge of these trainings will allow CNCS to best match the skills of programs to the needs of the affected communities.
- **Certifications.** We want to know if participants are certified in any skills which could be useful in disaster response such as chain saw handling, fire suppression, or heavy equipment operation (including fork lifts, etc.).
- **Language skills.** Communication with affected populations is always a challenge in disaster deployment. CNCS will want to assess the language capacity of participants, including American Sign Language.
- **Limitations.** To ensure a safe, proper and functional workplace for all participants, CNCS will need to know if any participant has medical, physical, or psychological limitations (for example, fear of flying). These limitations do not necessarily preclude deployment of the individual. In many instances, accommodations can be made to permit an individual's participation in the deployment.
- **Accessibility needs.** CNCS will need to know if a participant has sight, hearing, or mobility issues. While every attempt is made to provide accessible workspace for those individuals, there may be instances when safety and mission may limit or require accommodations for individuals.

Draft

- **Program availability.** If your program has specific limits on availability to respond – by location, time of year, type of disaster, etc., [e.g., if your program can only respond within your state; your program conducts training the first two weeks of Sept.; your program is closed from October through December], please include that information in your proposal. It will not affect likelihood of approval, but will be helpful in planning response to actual disasters.

Reimbursement Process

Only those expenses directly associated with deployment may be reimbursed to the program. Under the Memorandum of Understanding [MOU] with FEMA, the following are considered reimbursable expenses. Any other expenses must be approved in advance by CNCS and FEMA, or they cannot be reimbursed:

- **Travel.** The cost of getting participants to and from the disaster site and cost of transportation to carry out the response at the disaster location are covered, including transportation to and from the airport, mileage for program-owned vehicles, and rental vehicles and required fuel.
- **Lodging.** Accommodations are usually pre-arranged for deploying programs, although programs are responsible for paying for those accommodations (if payment is required). The cost for lodging is not to exceed the lesser of the government per diem rates or CNCS allocation unless specifically approved by FEMA/CNCS. Lodging is often available on reduced- or no-cost basis at the disaster site.
- **Food.** Reimbursement for food, whether restaurant meals or self-cooked meals, is generally provided on actual cost basis, rather than on per diem amounts. Organizations seeking per diem for participants will have to seek approval from CNCS prior to deployment.
- Other expenses may include communications costs, supplies, and incidentals such as laundry.
- In certain limited circumstances, reimbursement for the non-CNCS share of program expenses may be possible, with prior authorization and approval from CNCS.

Program Reporting Requirements

No later than 30 days after completion of a deployment:

- Organizations should submit a report of project activity as outlined in the CNCS Disaster Reporting Guidelines. Additional information (news articles, program fact sheets, etc.) may also be submitted to supplement the disaster report.
- Organizations must submit a final financial report and reimbursement request, to the CNCS Disaster Services Unit. Specific requirements for this report can be found in the CNCS Disaster Reimbursement Guidelines.

Failure to receive these materials can result in the delay or denial of a program's reimbursement request and possible disqualification from further deployment.

Draft

Additionally, programs should notify the DSU of changes in their program operating status that may affect their deployment capacity. Such changes include: changes in program start and end dates, participant enrollment numbers, new training, etc.

II. CNCS Disaster Response Cooperative Agreement

Application Process, Forms, and Instructions

Purpose: To create disaster response cooperative agreements with between CNCS and non-profit organizations engaged in disaster response activities to enable reimbursement of expenses incurred by program participation in national disaster response efforts organized by other federal agencies. Organizations participating in these activities do so under CNCS Mission Assigned activities issued by the Federal Emergency Management Agency (FEMA).

Deadline: Applications may be submitted at any time, and will be reviewed within CNCS in a timely manner.

Additional Information: Please contact your primary CNCS program contact if you need additional information.

Application Guidance: To facilitate submission and approval of a Disaster Response Cooperative Agreement, the application must be prepared using the attached application forms and instructions and must be submitted on paper. All necessary application documents are attached. A complete application will contain the following:

1. Disaster Response Cooperative Agreement Application [Sections I and II]
2. Assurances and Certification
3. Any organization not currently a grantee or receiving formal assistance from CNCS must submit a SF-424 Application for Federal Assistance Facesheet. If you have question about your organization's need to submit a SF-424, contact the CNCS Disaster Services Unit.
4. Additional information may be included to support an application including: copies of liability and insurance information; additional information on training and certification; administrative/logistical support plans; program flyers, brochures or fact sheets; additional details to answer application questions, etc.

Application Submission Information: Completed applications should be submitted via non-postal carrier (non-US Postal Service recommended because of security-related delays in receiving mail from USPS) or by hand delivery to: Disaster Services Unit, Corporation for National and Community Service, 1201 New York Avenue, NW, 9th Floor, Washington, DC 20525.

Draft

Disaster Response Cooperative Agreement Application Section I

Date		Address	
Organization Name		Phone Number	
Point of Contact (POC)		Alt. Phone Number	
POC Title		Fax Number	
		E-mail	
		Website	

What is your organizations current relationship with CNCS?

If your organization is a current subgrantee of a CNCS National Direct grantee or state service commission; or if your organization is a VISTA sponsor, or receives a Senior Corps/Learn and Serve America grant, check this box and complete Section II.	<input type="checkbox"/>
---	--------------------------

If your organization is a state service commission or a national direct grantee of CNCS and you plan to administer the Cooperative Agreement among more than one subgrantees or operating sites, check this box and complete section III.	<input type="checkbox"/>
---	--------------------------

If your organization currently has no formal relationship with CNCS (grants or operational support), check this box and complete section IV.	<input type="checkbox"/>
--	--------------------------

What is your organization's mission?	
--------------------------------------	--

What kinds of assistance can/does your organization provide to disaster impacted communities?	
---	--

Signature of Authorized Representative	Title	Date

Draft

Sub Section A

Number of Members/Participants Available for Deployment	
Program Start Date	
Program End Date	

*Check the boxes of the following trainings/certifications your members/participants received:			
CPR/First Aid <input type="checkbox"/>	Mass Care/Family Services <input type="checkbox"/>	Shelter Operations <input type="checkbox"/>	OSHA Certified Chainsaw Training <input type="checkbox"/>
U.S. Forest Service or National Parks Service Fire Fighting Red Card Certification <input type="checkbox"/>	Community Emergency Response Team (CERT) <input type="checkbox"/>	FEMA Incident Command System (IS-100) <input type="checkbox"/>	Emergency Medical Technician (EMT) <input type="checkbox"/>
If the number of deployable members/participants who received this training is less than the total number of members/participants you have deployable, please write in the number of members/participants you have trained/certified next to the specified training.			
On a separate sheet of paper, please list any additional training/certification not listed above.			

Can your program provide fleet vehicles to support the deployment of your members?	Y/N	Is your program team-based or do your members generally work individually?	
--	-----	--	--

Draft

Sub Section B

Part I- Organization Information

Please identify if your organization is a:	State Service Commission <input type="checkbox"/>	CNCS National Direct Grantee <input type="checkbox"/>
--	--	--

Name of staff member responsible for coordinating the activities of your affiliates:			
Phone		Alt. Phone	
E-mail			

On a separate sheet of paper, identify your organizations plan to administer this agreement among your affiliates. This plan should include the following elements:

- selection and screening of participating affiliates
- requirements of participation
- communication for deployments (including key strategic partners)
- financial management
- Reimbursement of expenses
- Liability coverage/background checks
- Reporting requirements

Part II- Affiliate Capacity

Please fill out the following table below with information on each affiliate you will engage during deployments. You may use a separate attachment if needed.

Affiliate	Location (City/State)	Number of Participants Deployable	Available Deployment Dates	Training/ Certification

Draft

Sub Section C

Organization Type:	Local/State Non-Profit <input type="checkbox"/>	National Non-Profit <input type="checkbox"/>	Indian/Tribal Organization <input type="checkbox"/>
Educational Institution <input type="checkbox"/>	Other: Please Specify		
Name of staff member responsible for coordinating the activities of your organization:			
Phone		Alt. Phone	
E-mail			
On a separate sheet of paper, please detail how your organization plans to utilize a CNCS Disaster Response Cooperative Agreement to support communities impacted by a disaster.			
With this agreement, your organization plans to provide the following categories of support (check all that apply):			
Direct deployment of volunteers/participants to assist impacted communities <input type="checkbox"/>	Training/technical assistance to volunteers/voluntary organizations <input type="checkbox"/>	Logistical/administrative support <input type="checkbox"/>	Coordination Center setup/operation <input type="checkbox"/>
Volunteer Reception Center Support <input type="checkbox"/>	Other (Please specify in your organizational plan) <input type="checkbox"/>		
During a disaster call-up, your organization will provide the following resources: (check all that apply):			
Staff/Volunteers providing direct service to impacted individuals/communities <input type="checkbox"/>	Use of your organizations facilities <input type="checkbox"/>	Heavy equipment (backhoes, cranes, etc.) <input type="checkbox"/>	Consumable Supplies (respirators, gloves, tarps, etc.) <input type="checkbox"/>
Durable supplies (shovels, power washers, chainsaws, etc.) <input type="checkbox"/>	Fleet vehicles <input type="checkbox"/>	Training (please specify in organization plan) <input type="checkbox"/>	Other (please specify in organization plan) <input type="checkbox"/>
Remember, if your organization is not currently supported with a CNCS grant or other			

Draft

funding arrangement, you must submit a SF-424 Application for Federal Assistance Facesheet. If this is not submitted, your application cannot be reviewed for a Disaster Response Cooperative Agreement.

Draft

Section II

On a separate document, please answer the following questions and submit them with your Cooperative Agreement application.

Narratives:

1. Please describe how your program meets the eligibility requirements outlined in the Eligibility Criteria section of the application instructions. Please be sure to address each item specifically.
2. Please describe your program's experience with previous disaster activities. Please quantify this information when possible (such as number of members deployed, number of events, etc.) *Note: this information will not be used to determine if you are eligible to engage in a Cooperative Agreement or be deployed on a disaster. This information will be used to better match programs to the needs of the community affected.*
3. Please describe how your program's current activities/assets can be utilized to help communities affected by disaster. Can your program support a specific niche for communities needing assistance (such as assisting people with disabilities, working with non-English speaking populations, construction, etc.)?
4. Please attach documents verifying the liability coverage provided to your participants and organization.

Non-CNCS Share of Program Expenses (For existing CNCS grantees/programs only):

The following information will help determine eligibility to receive reimbursement for the non-federal share of program support that may be lost due to disaster deployment. This information will be compared with information in your original CNCS grant to determine your program's eligibility. Programs can reference the DRCA Instructions and their grant requirements for more details on the non-federal share of program expenses.

Will your program request reimbursement for the non-federal share of program expenses when deployed on a disaster assignment? Y/N

Does your program lose non-federal funds when deploying on an in-state disaster assignment? Y/N

If so, please explain how those funds are lost, attaching supporting evidence. Does your program lose non-federal funds when deploying on an out-of-state disaster assignment?
Y/N

Draft

If so, please explain how those funds are lost, attaching supporting evidence. If funds are lost, please provide the formula that allows your program to determine how much non-federal funding is lost.

Draft

III. Disaster Response Cooperative Agreement Frequently Asked Questions

What is a CNCS Disaster Response Cooperative Agreement (DRCA)?

o A DRCA is an agreement between CNCS and approved non-profit organizations that provides a legal instrument by which organizations can be reimbursed by CNCS for expenses incurred by the response, when it occurs under authority of a Mission Assignment from FEMA [or another agency].

Why does this application look so different from the previous application?

o In previous years, CNCS primarily established DRCA's with "corps based" programs that deployed national service participants to provide direct service (sheltering operations, tarping roofs, debris removal, etc.) to impacted communities. The previous application was designed around engaging these types of organizations.

CNCS recognizes that national service offers many additional types of support to communities affected by disaster and sought to utilize its existing authority and additional authority granted by the Serve America Act to engage a wider variety of organizations such as state service commissions, national direct non-profits, Voluntary Organizations Active in Disaster (VOADs) and other organizations with unique capabilities to help impacted communities.

This application provides CNCS with the information needed to engage these different types of organizations and the resources they utilize during disasters.

What is a Corporation Mission Assignment?

o A Corporation Mission Assignment is when FEMA tasks CNCS with specific activities during a Federally-declared emergency event. The Mission Assignment provides the funding mechanism that allows CNCS to reimburse an organization for its disaster expenses in support of that Mission Assignment. It sets the parameters of the deployment including duration, location, activities, budget and primary point of contact.

Who is eligible for a Cooperative Agreement?

o Any non-profit organization whose DRCA application is reviewed and approved by CNCS is eligible for a Cooperative Agreement.

What must a program do to enter into a Cooperative Agreement?

o A program must complete the Cooperative Agreement application package and submit this package for Corporation review and approval. After the application is approved, CNCS will negotiate the agreement with the applicant.

How will the application packet be reviewed?

o The review consists of several steps:

The packet is received and reviewed by CNCS's Disaster Services Unit (DSU)

Draft

The package is then forwarded to the appropriate program office (AmeriCorps State/National, VISTA, Senior Corps, Learn & Serve) for their review (as appropriate).

The program office will conduct their review of the package while confirming the consent of necessary commissions/state offices/parent organizations. This consent is required in order for CNCS to approve the application.

The package is then forwarded to the appropriate fiscal office for review. Once these reviews are complete, the DRCA application receives clearance from the appropriate offices (DSU, program, grants, general counsel, CFO, AmeriCorps*NCCC Director, etc.)

When the application has been approved by the AmeriCorps*NCCC Director, a Cooperative Agreement Notification Letter will be sent to the program.

CNCS will then negotiate and execute the Cooperative Agreement with that approved program.

Are there deadlines for submission of these application packages?

o No. Application packages can be received at any time. However, an organization cannot receive any reimbursement for expenses incurred prior to the final approval of the DRCA.

How will I find out if my application is approved?

o DSU will send you an official approval notice once your application is approved.

Can my organization be deployed out of state?

o That depends on the details of your organization. CNCS does utilize out-of-state resources to support communities affected by disaster. However, the Cooperative Agreement neither overrides nor amends the existing framework of a program's original support from CNCS. It merely provides a mechanism for CNCS to legally engage a program in reimbursable disaster activities.

What if my organization is not available to respond to a deployment request?

o CNCS realizes that organizations and programs may have inactive periods that may affect their deployment capacity. CNCS will attempt to identify those that are able to respond to the deployment request and choose from those available programs/organizations.

What kind of training must my members/participants have to be deployed?

o There is no specific training requirement for programs to participate in the DRCA program. However, some Mission Assignments may require specific skill sets to meet the needs of the deployment. The DSU will always match the capacity of the deployed organizations to the needs identified in the Mission Assignment. Organizations that utilize the recommended trainings will have more opportunities to deploy to these specialized projects. Such trainings include:

- o OSHA approved chainsaw certification
- o American Red Cross CPR and First Aid
- o American Red Cross Mass Care and Family Services

Draft

FEMA Incident Command System (IS-100)

Where can I find additional disaster training for my members?

o There are many organizations that can provide a variety of trainings for disasters including FEMA, The American Red Cross, the U.S. Forest Service, the National Parks Service and CNCS.

What kind of disaster events will result in being contacted for deployment?

o Cooperative Agreement programs can be called up to respond to any Federally-supported event where CNCS receives disaster funds (such as during a FEMA Mission Assignment). CNCS can be tasked in response to many different events including: floods, forest fires, tornadoes, ice storms, earth quakes, terrorist attacks, pandemic flu, hurricanes, chemical spills, and many other types of incidents.

What if I receive a request to respond to a disaster separate from a Corporation Mission Assignment?

o Many organizations currently support communities affected by disasters through existing relationships with local Red Cross chapters, state emergency management agencies, other disaster organizations, or under their own authority. CNCS encourages those relationships. If your organization is engaged in other disaster activities upon receipt of a deployment request, please keep your obligations in mind when assessing your capacity to respond to the CNCS request.

What if my state or local government asks my program to respond to a local event?

o The same answer would apply to this question as the question above. CNCS wants to encourage those relationships to expand the response capacity of national service.

What role do state commissions play in the review of applications and the approval of deployments?

o If you are a program funded through a state commission, we will contact your commission to review your application for a Cooperative Agreement. Your commission must approve your application for it to move forward. Once your Cooperative Agreement is in place, your commission must approve your deployment to disasters under the auspices of the Cooperative Agreement. The deployment of a commission funded program can have a large impact on the operations and requirements of that commission. Those factors need to be considered when preparing for a possible disaster deployment. The applicant is strongly encouraged to contact their commission prior to submitting an application.

What role do national direct grantees play in the review of applications and the approval of deployments?

o Similar to the state commissions, national direct grantees can be heavily impacted by the deployment of their programs to communities affected by disaster and those impacts need to be considered both when reviewing a Cooperative Agreement Application and when responding to a deployment request. The applicant is strongly encouraged to contact their parent organization prior to submitting an application.

Draft

What role do Corporation State Offices play in the review of applications and the approval of deployments?

o Corporation State Offices are responsible for the support of Senior Corps and AmeriCorps*VISTA programs. State Offices (in consultation with the appropriate program office at CNCS headquarters) will conduct a review of the Cooperative Agreement applications for approval. State Offices will also be notified of the deployment of these programs to communities affected by disasters and will consult with DSU about any programmatic issues that may impair deployment capacity. The applicant is strongly encouraged to contact their state office prior to submitting an application.

Why must my organization front the expenses for a disaster deployment?

o The current CNCS system requires that organizations itemize their expenses incurred during a disaster deployment and submit those expenses for review and reimbursement. CNCS presently does not have the capacity to advance funds for deployments.

What expenses associated with a disaster deployment can be reimbursed?

o The CNCS Disaster Reimbursement Guidelines will provide the information programs need about reimbursement and how to submit reimbursement packages.

How will I know if the liability coverage I have for my organization is sufficient for a disaster deployment?

o The liability coverage required to participate in the DRCA program must be sufficient to meet the needs of your existing CNCS support or grant. At a minimum, you must be able to provide coverage for both injuries that may afflict your members/participants and damages members/participants may inflict upon the community in the provision of their service. Additionally, if your organization is to deploy out of state, that liability coverage must be applicable to those out of state deployments.

Can my organization be reimbursed for liability expenses?

o While duplication of coverage already provided under a Corporation base or sub-grant is not allowable, additional coverage is allowable if the existing policy only covers individuals who are performing service within and limited geographic area, or who are serving pursuant to specific terms and conditions set forth in the base or sub-grant.

Who can I speak to if I have additional questions?

o If you have questions, please feel free to email dsu@cns.gov

Draft

Disaster Response Cooperative Agreement between CORPORATION FOR NATIONAL & COMMUNITY SERVICE and [Insert legal applicant name]

Effective Date of this Agreement: [Date]

End Date of this Agreement [Insert date 3 year from above date or the expiration date of CNCS base, grant, whichever comes first.]

Amendment Number to this Agreement: [insert from disaster tracking chart]

Corporation Contact Information

Senior Advisor, Office of Disaster Services :

Phone:

Email:

[name provided by DSU]

[DSU phone]

[DSU email]

Corporation Grants Officer:

Phone:

Email:

[Assigned GO]

[GO phone]

[GO email]

Corporation Program Officer:

Phone:

Email:

[Assigned PO]

[PO phone]

[PO email]

Recipient Contact Information

Recipient Authorized Representative:

Address:

Phone:

Email:

[Insert name provided by program]

[Program address]

[Program representative phone]

[Program representative email]

Draft

ARTICLE I. CORPORATION'S AUTHORITY

General

This cooperative agreement is entered into between the United States of America, hereinafter called the Government, represented by CNCS for National and Community Service, hereinafter called CNCS, and the Recipient hereinafter called Program, pursuant to the National and Community Service Act of 1990, and the Domestic Volunteer Service Act of 1973.

CNCS, working with the Federal Emergency Management Agency (FEMA), agrees to support disaster response and related activities, performed by the Program. CNCS and Program agree to abide by the terms and conditions set forth in this document. This agreement is part of a larger Corporation Disaster Response Program with numerous pre-screened and carefully selected grantees.

This Agreement is awarded under CFDA Number 83.505.

Background

CNCS supports service at the national, state and local levels, overseeing AmeriCorps, Learn and Serve America, Senior Corps and VISTA. These initiatives provide opportunities for Americans of all ages and backgrounds to engage in service that addresses the nation's educational, public safety, environmental, homeland security, and other human needs; to achieve direct and demonstrable results; and to encourage all Americans to engage in such service.

FEMA provides assistance to state and local communities in preparing for, preventing, responding to and recovering from all-hazards, including natural disasters and terrorist attacks. FEMA works to prepare the nation for all-hazards by encouraging individuals, governmental entities, public and private groups at all levels to become informed of the risks they face, to make decisions that help keep people, property and institutions out of harm's way, and to possess the capability and knowledge needed to act when disasters occur.

In 1999, CNCS and FEMA, entered into a Memorandum of Understanding (MOU) under authority provided by the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), 42 U.S.C. 5121-5206; Executive Order 12148, as amended; 44 CFR Part 206; and the National and Community Service Act of 1990, 42 U.S.C. 12651g (b). The MOU describes the major responsibilities of each agency in supporting emergency management activities and authorizes CNCS to facilitate the deployment, on a voluntary basis, of participants in CNCS's national service programs to respond to disaster relief requests from FEMA. CNCS deploys current AmeriCorps Members of the National Civilian Community Corps (NCCC) as well as participants in other Corporation-funded programs who are available for such service.

Draft

FEMA provides for, or reimburses CNCS for allowable expenses incurred by AmeriCorps, Learn and Serve America, and National Senior Service Corps participants, and other related programs as CNCS may support from time to time, providing support to FEMA's disaster response and recovery operations. FEMA also provides for, or arranges, as feasible and appropriate, for necessary supplies, tools and equipment for Corporation program participants to perform assigned functions during the response and recovery phase of a disaster operation.

Following a federal disaster declaration, FEMA executes a Mission Assignment to CNCS, which establishes authority for CNCS to deploy Corporation programs and to reimburse deployed programs for appropriate deployment expenses.

ARTICLE II. PROGRAM ELIGIBILITY

Only programs with current, active Corporation grants, VISTA Sponsorships or recipients of sub-grants from Corporation primary grantees are eligible to participate in this Cooperative Agreement Program in support of disaster response across the United States. If CNCS's grant or sponsorship agreement with the program that is party to this Agreement expires, this Agreement will also expire. No provision, requirement or activity pursued under, or related to, this agreement shall impact the requirements and obligations of the Program under any other grant funded by CNCS.

ARTICLE III. PROJECT DESCRIPTION AND OVERALL REQUIREMENTS

The Program shall perform activities described in:

A. The "Application for Federal Assistance" Standard Form 424 (SF-424) and all attachments thereto, including any program narrative statement, which was included as part of the Program's application and approved by CNCS for this Agreement, is incorporated into this Agreement by reference; and,

B. Any and all Corporation Disaster Deployment Summary form(s) issued under this Agreement authorizing the Program to perform specific disaster response activities. The application, and CNCS's deployment orders (also known as a "Disaster Deployment Summary") including all correspondence associated with these documents, the overall Mission Assignment, and the announcement of this program, both existing and those that may be issued in the future, are incorporated by reference into this Agreement. The announcement of this program, the approved application, the approved deployment summaries, and the Disaster Deployment Summary(s) and related documentation are binding on the Program and its sub-awardees and contractors.

ARTICLE IV. PROJECT PERIOD

The period of performance for this Agreement is from the "effective date" to the "end date" shown on the cover page to this Agreement, or upon expiration of CNCS grant/sponsorship agreement with the Program, whichever comes first. All costs must be

Draft

incurred during the period of performance. The Program is entitled to reimbursement for necessary, reasonable and allowable costs incurred during approved deployments pursuant to the terms and conditions of this Agreement during the period of performance in an amount not to exceed the amount allocated to the Program by CNCS from available FEMA Mission Assignment funds. It is possible to have multiple deployments within the three-year project performance period.

ARTICLE V. RESPONSIBILITIES AND PROCEDURES OF THE PARTIES

A. CNCS

1. CNCS negotiates with FEMA for a Mission Assignment. A Mission Assignment may support more than one individual deployment.
2. CNCS's Office of Disaster Services (DSU) contacts the Program to determine if it is available to respond to the specific requirements set forth in the FEMA Mission Assignment. The selection of a Program or Programs to respond to a Mission Assignment is solely at the discretion of CNCS, and the parties agree that non-selection to respond to a Mission Assignment will not be appealed or disputed.
3. After contact and negotiation with potential responding programs, CNCS issues a Disaster Deployment Summary, which approves a deployment and serves as documentation of the number of participants who will be deployed by the Program, the specific dates of deployment, and the overall deployment budget including reimbursable cost categories. The Summary allocates an appropriate amount of funds from the Mission Assignment to cover approved expenses, includes program contact information and identifies the FEMA Mission Assignment Coordinator.
4. CNCS will inform the program concerning how to proceed with its approved deployment, including contact information for on-site coordinators and destination information.

B. The Program

1. The Program has full fiscal and programmatic responsibility for managing all aspects of the deployment and deployment-supported activities in coordination with CNCS and FEMA personnel. The Program is accountable to CNCS for its operation of the approved deployment and must manage, use and expend funds in a reasonable manner. Although the Program may inform CNCS about special problems that may arise, such communication does not diminish the Program's responsibility for making sound judgments and does not mean that the responsibility for operating decisions has shifted to CNCS.
2. Follows the applicable OMB Circulars that govern its base Corporation grants (Cost Principles, Administrative Requirements, etc.)

Draft

3. Ensures it expends funds during the deployment period only. Because of the uncertain nature of any disaster assignment, the Program is not eligible for reimbursement of any costs incurred before a deployment is authorized through a signed Disaster Deployment Summary form. The Program should delay committing funds for expenses, including travel of any type, until the Program receives written authorization from CNCS.
4. Negotiates with DSU to identify number of deployable members, dates of deployment, and deployment budget (reimbursable expenses). This information will be included on the Disaster Deployment Summary, confirmed through email or fax communication, approved by CNCS and a copy returned to the Program.
5. Obligates and expends funds for the approved deployment consistent with the approved budget.
6. Tracks supplies purchased by the Program during deployment.
7. Returns tools, surplus supplies and equipment purchased for the deployment with FEMA funding, to FEMA personnel or FEMA's designee at the end of the deployment or otherwise follows FEMA's disposition of property, instruction to be obtained in writing.
8. Follows the appropriate grant and sub-grant administrative requirements for financial management including maintaining all receipts and other documentation of expenditures. Documentation must be retained for 6.25 years from the date of deployment. This period is longer than required for record retention in the base grant and must be followed for costs incurred under FEMA deployments.
9. Ensures that expenses recorded on the Disaster Deployment Summary form are consistent with the allowable costs negotiated under this agreement. Any cost deviation without written variance will not be reimbursed.
10. Requests advance approval for all costs not specifically identified and approved on the Disaster Deployment Summary form before incurring those costs. Consults with CNCS/FEMA Mission Assignment Coordinator concerning any questions regarding allowable and unallowable costs in order to assure prompt financial reimbursements. Makes every effort to receive approvals timely, with some allowance provided for delays resulting from emergency conditions or unavailability of key Corporation staff in order to provide approval prior to expenditure.
11. Submits a Disaster Reimbursement Invoice within 30 days of completion of a deployment for expenditures incurred and authorized on the Disaster Deployment Summary. (See Attachment 2 for the form, spreadsheet template and instructions for completing this invoice). All original documentation support this invoice request (including supporting receipts) is maintained with the program, not submitted to CNCS with the reimbursement invoice. The invoice must be submitted to :

Draft

Corporation for National and Community Service
Office of Disaster Services
1201 New York Avenue, NW
Washington, DC 20525

12. Notifies CNCS immediately of any developments or delays that have significant impact on funded activities, any significant problems relating to the administration or financial aspects of the award, or any suspected misconduct or malfeasance related to the award or the Program. The Program shall inform CNCS about any corrective action taken or being contemplated by the Program, as well as any assistance the Program needs to resolve the situation.

13. Recovers erroneous payments to contractors and/or sub-grantees. Recovered funds must be submitted to CNCS as soon as the funds are collected, but no later than 90 days from the expiration date of this agreement.

14. Reports suspicions of fraud or abuse to CNCS's Office of the Inspector General (IG). The Program agrees to cooperate with any investigation conducted by CNCS IG's office. The IG may be contacted as 202-606-9390.

15. Transfers to CNCS the appropriate share, based on the Federal support percentage, of any refund, rebate, credit or other amounts arising from the performance of this agreement, along with accrued interest, if any. The Program shall take necessary action to effect prompt collection for all monies due or which may become due and to cooperate with CNCS in any claim or suit in connection with amounts due.

C. Mutual Responsibilities

1. The parties to this Agreement recognize that deployments will be identified, negotiated, and issued in a fast-paced environment where the potential for misunderstanding, error, or incorrect actions by one or more parties is higher than in a normal business environment.

2. After a Disaster Deployment Summary is issued by CNCS and received by the Program, within ten (10) calendar days, either CNCS or the Program may notify the other party that an administrative correction and/or a renegotiation of the agreement is necessary to address error, oversight or material misunderstanding of any nature.

3. It is also possible that upon deployment, the Program may find that modification of the deployment agreement is required to meet the emergency disaster conditions encountered more effectively. Therefore, correction or renegotiation of the agreement may be required, within the 10-day revision period, which could revise eligible cost categories and amounts for reimbursement.

ARTICLE VI: FINANCIAL MANAGEMENT STANDARDS

Draft

This Agreement provides funds only when the Program is deployed by CNCS under authority of a FEMA Mission Assignment to CNCS and a specific Disaster Deployment Summary to the grantee. The Program must maintain adequate and separate supporting documents for all expenditures of federal funds made under this award. The program must retain copies of receipts from all subgrantees for a period of 6.25 years after the end of each deployment. Receipts must be available for review and for audit. The program must follow the applicable Federal Cost Principles, administrative requirements and audit requirements incorporated by reference:

A. States, Indian Tribes, U.S. Territories, and Local Governments. The following circulars and their implementing regulations apply to states, Indian tribes, U.S. territories, and local governments:

1. OMB Circular A-102, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments – 45 CFR part 2541.
2. OMB Circular A-87, Cost Principles for State and Local Governments - 2 CFR part 225.
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

B. Nonprofit Organizations. The following circulars and their implementing regulations apply to nonprofit organizations:

1. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations - 45 CFR 2543 or 2 CFR part 215.
2. OMB Circular A-122, Cost Principles for Nonprofit Organizations - 2 CFR part 230.
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

C. Educational Institutions. The following circulars and their implementing regulations apply to educational institutions:

1. OMB Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Nonprofit Organizations - 45 CFR 2543 or 2 CFR part 215.
2. OMB Circular A-21, Cost Principles for Educational Institutions - 2 CFR part 220.
3. OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

Draft

These documents can be found at:
www.whitehouse.gov/OMB/Circulars

D. Other Applicable Statutes and Regulations.

The grantee must comply with all other applicable statutes, executive orders, regulations, and policies governing the grant, including, but not limited to, those cited in these Grant Provisions, the Grant Assurances and Certifications, and those cited in 45 CFR Parts 2541 and 2543.

Costs must be shown in books or records, e.g., a disbursement ledger or journal, and must be supported by a source document, such as a receipt, travel voucher, invoice, bill, affidavit, or similar document. This financial management system must follow standard accounting practices, and present sufficient internal controls to establish a clear audit trail for all funds expended. The financial management system must be capable of distinguishing expenditures attributable to this award from expenditures not attributable to this award. This system must be able to identify costs by budget line item and to differentiate between direct and indirect costs.

E. Audit and Funds Remittance

All FEMA/CNCS and deployment reimbursement awards are subject to audit by CNCS or its Inspector General. Costs that are questioned and ultimately disallowed through the audit processes or monitoring by CNCS are subject to remittance through CNCS to FEMA.

ARTICLE VII. FINANCIAL MANAGEMENT REQUIREMENTS

Unless specifically negotiated and approved below under a specific Mission Assignment (MA) and deployment(s), CNCS will not reimburse costs already included in a program's grant or sub-grant budget under its existing Corporation grant(s) or Commission sub-grants. This preclusion includes both CNCS and non-Corporation shares of staff salaries paid, participant costs, staff overtime, administrative overhead and fees, and/or any costs already included within the approved budget of a Corporation base grant.

The program is responsible for reviewing all reimbursement requests to ensure all costs are allowable. The program understands that failure to fully document all allowable costs (from all subgrantees) may result in questioned costs and denied payments by CNCS and FEMA.

ARTICLE VIII. ALLOWABLE AND UNALLOWABLE COSTS

This article identifies allowable costs that the Program may include in a budget under a deployment and which may be reimbursed. The **Disaster Deployment Summary** (see Attachment 1), used by CNCS to approve individual deployments, reflects CNCS's approval of the Program's deployment with a budget(s) based on the allowable costs identified herein. The deployment budget must be established consistent with the

Draft

conditions on allowable and unallowable costs established in this agreement. Only costs included on an approved deployment form and identified as allowable in this agreement will be reimbursed. CNCS may authorize additional reimbursable costs for unforeseen deployment expenses, if the program seeks approval from CNCS prior to incurring the expense.

Following deployment, programs submit reimbursement requests to CNCS. Careful attention to the following guidelines on allowable and unallowable costs, combined with compliance with approved deployment budgets, will result in reimbursement of expenses.

A. Universally Allowed Costs

The following costs may be incurred under a deployment approved by CNCS unless already funded in a Corporation grant. All costs must meet the necessary, reasonable and allocable standards under applicable OMB cost circulars. All costs incurred must be incurred during the time period approved, and at the location(s) approved for a deployment.

COMMUNICATIONS: Cost of communications (where not already covered under base grants and sub-grants) including cell phone charges directly supporting effective deployment operations, is allowable.

EQUIPMENT: Equipment is an allowable cost but must be specifically approved on the Disaster Deployment Summary form prior to the deployment. For program-owned equipment which is specifically allocable to a disaster assistance deployment, repair costs of breakdown/damage occurring during CNCS/FEMA deployment as well as preventive maintenance are allowable.

FUEL: Allowable at cost for rental vehicles only if the rental cost does not include fuel.

INSURANCE: Program staff and members must be covered by workers' compensation or occupational accident insurance and liability insurance. Additional coverage is potentially allowable on a case-by-case basis (e.g. situations where workers' compensation or an existing insurance policy only covers individuals who are performing service within that State, or who are serving pursuant to specific terms and conditions that are set forth in the base grant), but duplication of coverage already provided under a sub-grant or other Corporation base grant agreement is not.

LAUNDRY: Laundry costs for deployed members/staff are allowable.

LODGING: Lodging costs include all relevant room charge costs and taxes. Lodging costs are only covered for those days used. Unused room costs are not reimbursable. Reasonableness of costs is considered under the maximum GSA federal rate for the area at the time of deployment or other justified rates consistent with market rate costs in the area of deployment.

Draft

MEALS: Reimbursement for meals is generally on an actual cost basis, rather than on a per diem basis. The grantee must maintain receipts for all food purchases as well as restaurant meals and/or dormitory or similar food costs following the applicable OMB Cost Circulars. Excessive expenditures such as expensive meals and disproportionate tips are unallowable.

In some cases per diem rate subsistence (Miscellaneous and Incidental Expenses – M&IE) may be allowed, but must be approved at or below the Federal per diem rates and as part of a specific Deployment Summary document. Generally, CNCS will not approve the use of federal per diem rates unless there are clear indicators that this approach will result in considerable savings given the nature of a specific disaster deployment.

SUPPLIES: Supplies are generally defined as what you need, what you use, and what you consume to carry out the required activities. Purchase and/or repair of supplies is allowable. Replenishment of supply stock consumed in a deployment is allowable if properly and timely documented.

TRANSPORTATION: Transportation charges pay for the costs of getting participants to and from a disaster assistance location and the cost of moving them from place to place within the disaster location for the duration of a deployment. Allowable transportation charges include motor vehicle (e.g., automobile, trucks, and motorcycles), common carrier (e.g., airline, rail and bus), and other appropriate and necessary methods (e.g., taxi or airport limo) limited to the necessary and reasonable fees and charges incurred, or mileage claimed. Private airplane transportation costs are not reimbursed. Other allowable transportation costs include tolls, freight, express courier, cartage and transportation charges relating to either goods purchased, in process or delivered that are necessary, allowable and allocable to the deployment. First class and international travel costs are unallowable.

When using personal- or program-owned motor vehicles, reimbursement is based on mileage at the federal General Service Administration (GSA) privately owned vehicle (POV) mileage rates in effect at the time of deployment for the type of vehicle used. GSA automobile rates apply to cars and trucks of all sizes and capacities while the motorcycle rate is used for two- or three-wheeled motor vehicles. The GSA mileage rate is the only form of reimbursement; there is no separate transportation reimbursement for costs such as fuel, maintenance, repairs, insurance and related costs, and/or depreciation (wear and tear) costs. However, damage to vehicles beyond normal wear and tear, documented to have been directly caused by the disaster environment (e.g., debris on roads causing multiple flat tires), may be claimed and paid by CNCS if written approval is secured from the Office of Disaster Services prior to a charge being claimed.

VEHICLE RENTAL: Actual costs are allowable. Ensure that all rented vehicles are fully utilized and returned promptly if no longer needed. Rental costs under a sale and leaseback arrangement are not allowable. Rental vehicle policies must include collision damage and personal liability coverage, and other appropriate insurance unless the deployed organization has secured other full coverage policies. Failure to properly insure

Draft

vehicles and drivers is the sole legal responsibility of the deploying organization in the event of an accident or other adverse event during a deployment

B. Limitations on Costs Under this Agreement

Unless specifically negotiated and approved below under deployments, CNCS will not reimburse costs already included in the program's budget under its existing Corporation grant(s). This preclusion includes both CNCS and non-Corporation shares of staff salaries paid, participant costs, staff overtime, administrative overhead and fees, and/or any costs already included within the approved budget of a Corporation base grant.

The following costs items are allowable only if specifically negotiated and approved in a Disaster Deployment Summary:

- Administration and/or Indirect Costs
- Community Cost Items
- Heavy Duty Equipment
- Insurance
- Overtime
- Non-Corporation Share of Costs
- Staff Salary and Fringe Benefits
- Unanticipated Emergency Cost Items
- Other Costs

C. Other FEMA Directives

FEMA and/or CNCS staff at a disaster location may seek assistance from deployed programs to purchase specific supplies or cover specific costs. In such instances, the activity and the associated costs must be specified in the deployment budget in advance or approved in writing before incurring costs if the directive comes during the deployment. It is incumbent upon the deployed program to immediately coordinate and confirm such proposed additional costs with and seek approval from the Office of Disaster Services at CNCS.

ARTICLE X. SPECIAL PROVISIONS

A. BUDGET REVISIONS: Significant transfers of funds between any budget cost categories require coordination with CNCS Grants Officer and the Emergency Management Coordinator.

B. LIABILITY, TRAINING AND SAFETY: The Grantee/program must have adequate safety training programs and liability insurance coverage (and/or including Workers' Compensation) for the organization and for individuals engaged in activities under the Grant to engage in disaster relief activities.

Draft

C. CONSTRUCTION PROJECT REQUIREMENTS: Construction is not allowed under this Agreement. Minor renovation of facilities may be permitted under limited circumstances. Prior to the start of any renovation activity, the Program shall obtain express written authority from CNCS. During any renovation activity, the Program must ensure that all applicable Federal, State, and local permits and clearances are obtained including FEMA compliance with the National Environmental Policy Act, the National Historic Preservation Act, the Endangered Species Act, and all other environmental laws and executive orders.

D. ENFORCEMENT: CNCS will be the sole agency empowered to enforce remedies if the terms of this Agreement are not met.

E. FUNDS TRANSFER: No transfer of funds to agencies other than those identified in the approved agreement shall be made without prior approval of CNCS.

F. INSURANCE: In compliance with Public Law 103-325, Title V National Flood Insurance Reform Act of 1973, section 582 requires that any Federal assistance provided to a person for the repair, replacement, or restoration for damage to any personal, residential or commercial property at any time must maintain flood insurance if the property is located in a Special Flood Hazard Area. The provision of Corporation or FEMA funded assistance is “federal assistance” for the purposes of this part.

G. PAYMENT:

1. No later than 30 days following a completed deployment, the Program will submit a **Disaster Reimbursement Invoice** (see Attachment 2) requesting payment. Interim vouchers may be submitted during longer-term deployments in 30 day increments.

2. CNCS will review reimbursement requests within 30 days of receipt.

3. The Program will respond to questions on reimbursement requests within 10 days following request from CNCS.

4. CNCS will amend this agreement and the award notification to fund any increases in the level of approved reimbursements, and for each deployment.

5. Recipient Program shall be paid by Treasury Check or Electronic Funds Transfer

H. REPORTS & OTHER RECORDS: The program must provide annual updates, at the request of DSU, concerning programmatic changes that may impact program capacity to respond to a disaster. That can include, but is not limited to: number of members available for deployment, change in program start and end dates, changes in training, availability of specialized equipment, etc.) If deployed, the Program shall submit reports and other documents as described within the time periods specified in this Agreement:

1. Requests for Reimbursement.

Draft

The standard federal financial reports (e.g., SF-269) are not required. Instead, the Program is required to submit a Disaster Reimbursement Invoice for reimbursable expenditures following provided instructions and using the basic outline and summary template provided (See attachment 2). The program must retain supporting documentation for all costs for which reimbursement is requested under this Agreement. This Invoice must be submitted within 30 days after completion of a deployment. Programs will be reimbursed by CNCS for allowable expenses related to the disaster deployment.

2. **Deployment Reporting.** Programs are required to capture and submit activity and accomplishment information during the deployment to FEMA. Such requirements will be clarified by DSU at the time of deployment.

3. **Program Accomplishment Reports.** At the conclusion of deployment, the deployed program must submit a summary report of project accomplishments as outlined in the CNCS Disaster Reporting Guidelines, to include number of participants, description of deployment activities, and qualitative and quantitative overview of accomplishments. This information will be used to form an aggregate report of the activities of all programs engaged in disaster activities and allow CNCS to highlight program participation in these events.

4. **Enforcement.** CNCS may suspend reimbursement and/or deny future disaster deployments if the program fails to meet any reporting obligations.

I. AMERICORPS MEMBER ELIGIBILITY AND SERVICE HOUR

REQUIREMENTS: All requirements for Member eligibility, and tracking and maintaining member service hour records applicable to the Program's AmeriCorps grant are in effect for this Agreement.

J. 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). Equipment is allowable as a direct cost under the award only with specific prior approval of CNCS including identification in the approved budget for a deployment. In requesting prior approval from CNCS, the Program will assure that each purchase of equipment:

1. Is necessary, reasonable, and cost-effective in meeting the award objectives;
2. Does not duplicate other equipment that is reasonably available and accessible to the program; and
3. Is purchased in accordance with standard Program practices.

4. **Title to equipment.** Unless otherwise specified, title to equipment acquired by the Program funded under this Agreement will be vested in the Government.

Draft

5. Conditions of use. The Program shall use the equipment for the Program purposes of the deployment for as long as needed, whether or not the program continues to be supported with Federal funds. If multiple uses will not interfere with program needs, the Program shall make the equipment available for use in other activities supported by CNCS, or by other Federal agencies.

6. Disposition of equipment. When no longer needed for the program, the Program must return the equipment to FEMA in accordance with the terms of this Agreement.

K. MODIFICATION: No alteration, amendment or modification of the terms of this Cooperative Agreement shall be valid unless executed by written amendment and approved by the Program and CNCS.

L. GOVERNING LAW: Federal law (without regard to conflicts of law) shall govern any disputes arising under this cooperative agreement.

M. THIRD PARTY ASSIGNMENTS: No party may assign its rights or delegate its duties under this Agreement without the advance written consent of the other party. Subject to the foregoing, this Agreement is binding on and shall inure to the benefit of the parties and their successors and assigns.

N. SEVERABILITY: If any provision of the Cooperative Agreement is deemed invalid or unenforceable, it shall be deemed modified to the extent necessary to eliminate its invalidity or unenforceability, or if such modification is not possible without creating a conflict with other material terms of this Cooperative Agreement, the invalid or unenforceable provision shall be deemed severed and the remainder to the Cooperative Agreement shall continue in full force and effect.

O. ORDER OF PRECEDENCE IN RESOLUTION OF CONFLICTING PROVISION: Any inconsistency in this Agreement shall be resolved by giving precedence in the following order, from highest authority to lowest: (a) Cooperative Agreement with Attachments including OMB Cost Principles and Administrative Requirements, (b) Corporation regulations, (c) FEMA regulations and the Stafford Financial Management Support Annex for Other Agencies under Section IX (F), and, (d) the Disaster Deployment Summary Form(s).

P. PRIOR APPROVAL REQUIREMENTS: The program will obtain prior written approval from CNCS's Grants Official and Emergency Management Coordinator for any significant project changes such as transfer of the project effort, and changes in objectives, scope, budget, or time line.

Q. MEMBER/VOLUNTEER AGREEMENTS: The Program must ensure that all Members (AmeriCorps) or Volunteers (Senior Corps, Learn and Serve America, or other CNCS programs) participating in a deployment have established written Member/Volunteer Contracts/Agreements which specifically address that the individuals

Draft

will be engaged in disaster response, accompanying harsh and dangerous conditions, and similar situations.

Name	Date	Name	Date
CNCS		Organization	