

**SETTLEMENT AGREEMENT, RELEASE,  
AND WAIVER**

This Settlement Agreement, Release, and Waiver (“Settlement Agreement” or “Agreement”) is entered into between Susie Balcom (“Complainant” or “Class Representative”), individually and on behalf of herself and the Settlement Class (the “Settlement Class” or “Settlement Class Members”) defined below, and the Corporation for National and Community Service (“CNCS”), collectively referred to as “the Parties.”

**RECITALS**

WHEREAS, CNCS operates the AmeriCorps National Civilian Community Corps (“AmeriCorps NCCC”) pursuant to the National and Community Service Act of 1993;

WHEREAS, AmeriCorps engages thousands of Americans each year in intensive service to meet community needs in education, the environment, disaster services, and other areas;

WHEREAS, in January 2017, Complainant applied for positions as a Corps member and team leader with AmeriCorps NCCC;

WHEREAS, Complainant received and accepted CNCS’ conditional offer to serve as a team leader with AmeriCorps NCCC;

WHEREAS, CNCS determined that Complainant was “disqualified” from service due to medical information she disclosed during the health assessment process regarding anxiety and trauma she experienced;

WHEREAS, by and through her attorneys, Complainant filed a formal complaint of discrimination after seeking Equal Opportunity counseling, and desired to pursue her individual claims and as a class action;

WHEREAS, through her attorneys, Complainant notified CNCS’ Office of Civil Rights and Inclusiveness (“OCRI”) of her discrimination claims and the discrimination claims of putative class members on June 28, 2017;

WHEREAS, OCRI issued Complainant a Notice of the Right to File a Formal Complaint on September 28, 2017;

WHEREAS, on October 10, 2017, Complainant filed an individual and class complaint, Agency No. 0418-101 (the “OCRI Complaint”) with the OCRI, alleging, among other things, that CNCS’ health screening process violated Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and CNCS’s own antidiscrimination

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policies, by discriminating on the basis of disability and sex;

WHEREAS, on December 6, 2017, the OCRI determined that the OCRI Complaint could proceed as an administrative class action, that the Complainant could proceed as the representative of the Class, and that the ACLU could act as counsel for the Class;

WHEREAS, the Class was certified through the OCRI EEO administrative complaint process only, and no court made any determination regarding whether the class met the requirements of Rule 23 of the Federal Rules of Civil Procedure;

WHEREAS, CNCS denies that it violated the Rehabilitation Act or the ADA or its own antidiscrimination policies, and further denies that it is liable to Complainant or the Class with respect to the alleged facts or causes of action asserted in the OCRI Complaint;

WHEREAS, in January 2018, the Parties entered into confidential settlement negotiations;

WHEREAS, on July 9-10, 2019, the Parties participated in confidential mediation in Washington, D.C. to resolve any and all claims related to the OCRI Complaint; and

WHEREAS, the parties desire to settle any and all matters between them relating to the OCRI Complaint in a mutually agreeable manner;

WHEREAS, the Parties have concluded that this Settlement Agreement is desirable in order to avoid the time, expense, and inherent uncertainties of protracted litigation. Based upon the Parties' investigation, legal evaluation, and taking into account the contested legal and factual issues involved, Complainant and CNCS have concluded that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Parties and the Settlement Class.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of this matter on the following terms and conditions.

## **I. DEFINITIONS**

The defined terms set forth in this Agreement have the meanings ascribed to them below.

**ACLU.** "ACLU" shall mean, collectively, the national American Civil Liberties Union Foundation and the American Civil Liberties Union Foundation of the District of Columbia.

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**Agreement.** "Agreement" shall mean this Settlement Agreement and Release.

**AmeriCorps NCCC.** "AmeriCorps NCCC" shall mean the AmeriCorps National Civilian Community Corps.

**Class Representative.** "Class Representative" shall mean Susie Balcom.

**Class Counsel.** "Class Counsel" shall mean the American Civil Liberties Union Foundation (ACLU), located at 125 Broad Street, 18<sup>th</sup> Floor, New York, NY 10004.

**Class Fund.** "Class Fund" shall mean the funds set aside by CNCS to pay the Gross Settlement Amount.

**Class Notice.** "Class Notice" shall mean the Notice of Class Action Settlement to be sent to the Settlement Class Members pursuant to the notice procedures set forth below. The form and content of the Class Notice shall be agreed upon by the Parties.

**Class Period.** "Class Period" shall mean the time period from October 1, 2016 to November 28, 2017.

**CNCS.** "CNCS" shall mean the Corporation for National and Community Service.

**Complainant.** "Complainant" shall mean Susie Balcom.

**Effective Date.** "Effective Date" shall mean two business days from the date that the Settlement Agreement has been fully executed.

**Eligible Settlement Class Member.** "Eligible Settlement Class Member" or "Eligible Class Member" shall mean all Settlement Class Members who have not opted out of the Class or are not deemed ineligible as a result of previously signing a waiver and release of any monetary claims related to the OCRI Complaint.

**Gross Settlement Amount.** "Gross Settlement Amount" means the non-reversionary cash sum of [REDACTED] described in Paragraph IV(A) below. The Gross Settlement Amount is the sole and exclusive source of funds for payments of any kind (other than with respect to the provision of notice as provided in Paragraph II(A), and for the outreach and recruitment program provided for in Paragraph V(L) related to this Settlement Agreement or the OCRI Complaint, whether for Eligible Settlement Class Member Settlement Awards, attorneys' fees and costs, interest, or cash payments of any kind; however, nothing in this Paragraph shall limit the Agency's obligations to implement the agreed Programmatic Relief



set forth below.

**OCRI.** "OCRI," as set forth in the Recitals, shall mean the CNCS Office of Civil Rights and Inclusiveness.

**OCRI Complaint.** "OCRI Complaint," as set forth in the Recitals, shall mean the Complaint, Agency No. 0418-101 filed on October 10, 2017, by Susie Balcom, on behalf of herself and the Class, by and through Class Counsel with the CNCS Office of Civil Rights and Inclusiveness.

**Parties.** "Parties" shall mean Complainant, the Class, and CNCS.

**Release.** "Release" has the meaning set forth in Paragraph XI of this Agreement.

**Reverter Fund.** "Reverter Fund" shall mean any monies from the Class Fund from debit cards that are not activated by Eligible Settlement Class Members within one year of the Effective Date and monies from debit cards that are not drawn down fully within two years of the Effective Date.

**Settlement Agreement.** "Settlement Agreement" shall mean this Agreement and its exhibits.

**Settlement Award.** "Settlement Award" means the payment that each Eligible Settlement Class Member shall be entitled to receive pursuant to the terms of this Agreement.

**Settlement Class or Settlement Class Members.** "Settlement Class" or "Settlement Class Members" shall mean all persons who applied for service positions with AmeriCorps NCCC from October 1, 2016 to November 28, 2017, and who were allegedly deferred or denied a service position based on their results from CNCS's medical screening process, and all applicants who made certain disclosures regarding their health conditions or treatments based on CNCS' health screening process. The Settlement Class includes 1653 people.

## II. Class Notice

A. The Class Notice shall be provided to the Settlement Class, as follows:

- (i) Notice Costs. CNCS shall issue the Class Notice to the Settlement Class Members as set forth below and in Paragraph IV(G), and shall bear all costs of issuing such notice in addition to the Gross Settlement Amount.

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- (ii) Notice Procedures. CNCS shall, within thirty (30) calendar days following the Effective Date, email the Class Notice referred to in Paragraph IV(G), below.

**III. Implementation Schedule**

The parties agree that the dates and deadlines set forth in this Settlement Agreement shall only be continued based on the mutual written consent of counsel for the Parties.

**IV. Monetary Relief and Payments**

- A. As part of its resolution of this case, CNCS agrees to pay to Complainant, the Eligible Settlement Class and Class Counsel, [REDACTED] as set forth in Paragraph IV(C)(i)-(vii), for full and final satisfaction and waiver and release of any and all claims that Balcom and the Eligible Settlement Class had or could have in relation to the OCRI Complaint.
- B. All Eligible Class Members, including the Class Representative, shall be paid a Settlement Award as set forth in Paragraph IV(C)(ii)-(iv) below from the Class Fund.
- C. CNCS shall pay the amounts set out in Paragraph IV(A) as follows:
  - (i) Payment in the amount of [REDACTED] shall be made to Balcom to resolve her individual discrimination claims within sixty (60) calendar days of Balcom providing the complete bank information required to process the payment.
  - (ii) The thirty-two (32) Eligible Settlement Class Members who were deferred or disqualified and have aged out of eligibility to reapply for service because they will be over the age of twenty-four (24) on February 15, 2020, shall be entitled to [REDACTED] to be paid via a debit card.
  - (iii) The eighty-three (83) Eligible Settlement Class Members who were deferred or disqualified and have not aged out by being over the age of twenty-four (24) on February 15, 2020, shall be entitled to [REDACTED] to be paid via a debit card.
  - (iv) The four-hundred and seventy-six (476) Eligible Settlement Class members who did not complete the medical screening process and were not assigned to an AmeriCorps NCCC campus shall be entitled to [REDACTED]

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to be paid via a debit card.

- (v) Settlement Class members who were assigned to an AmeriCorps NCCC campus shall receive no monetary relief, but shall have the opportunity to apply again as a service member or team leader and shall receive access to the Accenture training program described in Paragraph V(K).
  - (vi) Payment in the amount of one hundred and fifty thousand dollars (\$150,000) shall be made to Class Counsel within sixty (60) calendar days of Class Counsel providing their complete bank information to Agency Counsel.
  - (vii) CNCS shall also pay an additional sum of up to thirty thousand dollars (\$30,000) from the Reverter Fund. The additional sum, if any, shall be paid within 60 calendar days of the date that is one year from the Effective Date of the Settlement Agreement. Class Counsel acknowledges that if there are no Reverter Funds, the Agency will make no additional payment of attorneys' fees beyond the one-hundred and fifty-thousand (\$150,000) provided for in subsection (vi), above. No additional fees shall be paid for any Class Counsel activity related to the terms in the Settlement Agreement, including, but not limited to, subsequent monitoring of this Agreement.
  - (viii) It is the intention of the Parties to completely distribute the funds in the Class Fund in accordance with the terms hereof. In the event that debit cards are returned and/or the Class Fund is not completely distributed for any reason, the remaining sum shall become part of the Reverter Fund.
- D. The debit cards, which Class members must activate prior to any funds being loaded, shall be mailed in a manner that can be tracked within sixty (60) calendar days after the Effective Date. The debit cards shall retain their full value for at least one year unless the funds are used or are otherwise withdrawn.
- E. Payment to Eligible Class Members will be contingent upon each Class Member's individual acknowledgement and agreement to the non-defamation and confidentiality provisions provided in Paragraphs IX and X.
- F. CNCS shall bear the cost of mailing the debit cards specified in Paragraph IV(D).
- G. CNCS shall enclose in the same envelope as the debit card referred to in Paragraphs IV(C)(ii) through (iv), above, the following additional documents:

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- (i) The Class Notice. The parties will confer regarding the text of the Class Notice, to be finalized within five (5) business days of the Effective Date.
  - (ii) An invitation to reapply to serve under the new health screening process. The parties will confer on language for this invitation to be finalized within ten (10) business days of the Effective Date.
  - (iii) An invitation to participate in a career enhancement training course developed by Accenture.
- H. Complainant, Eligible Class Members, and Class Counsel shall be solely responsible for each of their respective federal, state, or local tax liabilities and/or consequences of any payments made under this Agreement.
- I. Class Counsel shall indemnify CNCS for any payments to an Eligible Class Member once payout of the Class Fund pursuant to Paragraph IV(C)(i) - (vii) above exceeds [REDACTED]. Class Counsel shall indemnify CNCS within sixty (60) calendar days of CNCS's notice to Class Counsel of the exhaustion of the [REDACTED] Class Fund and any subsequent request(s) for payment by Eligible Class Member(s). CNCS shall provide an accounting of payments that have already been made from the Class Fund to Class Members and Class Counsel. Request for indemnification shall be made within eighteen (18) months of the Effective Date. Class Counsel will not indemnify CNCS for any payments it makes in error out of the Class Fund. The classification of Class Members as known on the Effective Date of the Settlement Agreement shall govern the operation of this Settlement Agreement, unless CNCS learns of an improperly designated Class Member as set forth in Paragraph VIII of this Settlement Agreement.

**V. PROGRAMMATIC RELIEF**

- A. Unless otherwise provided, the programmatic provisions in this Agreement are effective immediately upon the Effective Date. CNCS agrees that it will no longer use the medical screening process it used prior to the filing of the OCRI complaint, including using the AmeriCorps NCCC Medical Mental Health Information Form, OMB No. 3045-0183, the Mental Health Assessment Guidelines, and the Medical Screening Guidelines.
- B. CNCS agrees to adopt a new health screening process to integrate health screening and the reasonable accommodation process for NCCC candidates. The new health screening process is described in the Health Assessment Planning Policy and Operation Instructions ("Health Assessment Policy") (Exhibit A). CNCS will implement the new health screening process described therein within

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sixty calendar (60) days after the execution of this Agreement.

- C. In addition to adopting the health screening process described in the Health Assessment Policy, CNCS agrees to adopt and use the following documents and forms:
- (i) Health Assessment and Planning Form (Exhibit B)
  - (ii) Health Assessment Determination Form, including the attached Individualized Reasonable Accommodation Plan Form (Exhibit C)
  - (iii) Authorization for Conversation with Health Care Provider (Exhibit D)
  - (iv) Follow Up Request for Information from Health Care Provider (Exhibit E)
  - (v) Request for Reasonable Accommodation (Exhibit F)
- D. CNCS agrees to maintain the health screening process described in the Health Assessment Policy for a period of fifteen (15) months following the Effective Date of the Settlement Agreement, subject to change with notice as described below.
- E. For fifteen (15) months after the Effective Date of this Agreement, CNCS will provide thirty calendar days advance notice to Class Counsel before making any material changes to the Health Assessment Policy, or to any of the documents and forms described in Paragraph V(C).
- F. For fifteen (15) months after the Effective Date of this Agreement, and on a quarterly basis, CNCS will provide notice to Class Counsel of any non-material changes made to the Health Assessment Policy, or to any of the documents and forms described in Paragraph V(C) during the preceding quarter.
- G. For twenty-four (24) months after the Effective Date of this Agreement, CNCS will report to Class Counsel the following information for each application deadline: CNCS will provide information regarding the enrollment of individuals who participated in the health assessment determination process by identifying the number of individuals who AmeriCorps NCCC requested to complete the health assessment process and the number of individuals who were excluded (deferred or disqualified) from service as a result of the process for each application deadline occurring during the 24 month period.

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- H. Within sixty (60) calendar days of the Effective Date of this Agreement, CNCS shall train all staff involved in health screening and reasonable accommodations regarding the new health screening process described in the Health Assessment Policy. The training shall also include a review of common mental health conditions and illnesses that young adults experience and reasonable accommodations that may be appropriate, and will inform participants of the resources available through the Job Accommodation Network, <https://askjan.org/>. The training shall also provide information regarding appropriate supports and resources for candidates who have experienced sexual violence. This training shall also be provided for all staff newly involved in health screening and accommodations for the next fifteen (15) months following the Effective Date of the Settlement Agreement. CNCS agrees to provide a description of the training program to Class Counsel no later than fourteen calendar (14) days before the training is scheduled to be held and to consider any feedback and objections provided by Class Counsel. Any feedback and objections provided by Class Counsel is non-binding and is not legally actionable by Complainant or the Settlement Class.
- I. Within thirty (30) calendar days after the Effective Date of the Settlement Agreement, CNCS shall make the Health Assessment Policy available to Settlement Class Members on its website and shall send notice of the new process to applicants, providing a link to the Health Assessment Policy.
- J. CNCS agrees to extend to all Settlement Class Members an invitation to reapply to serve under the new health screening process under the following terms and conditions:
- (i) The Parties acknowledge that there is no age restriction on serving as a team leader, but that Settlement Class Members over twenty-four (24) years of age at the time of application are no longer eligible to serve as team members. The Parties also acknowledge that all Settlement Class Members are subject to lifetime limits on educational awards and total number of terms of service.
  - (ii) CNCS will provide a telephone number and establish a point of contact to assist Settlement Class Members with their application forms and to answer any questions Settlement Class Members may have regarding the application process.
  - (iii) Any Settlement Class Member who reapplies to serve under the new health screening process and receives a negative determination and who wishes to appeal that determination shall follow the appeals process described in the Health Assessment

Policy.

- K. CNCS agrees to extend to all Settlement Class Members an opportunity to take a career enhancement training course developed by Accenture.
- L. For at least one year after the Effective Date of the Settlement Agreement, or until the budget for such activities is exhausted, CNCS shall engage in targeted outreach and recruitment to encourage people with disabilities to apply to the AmeriCorps NCCC service program, in consultation with non-profit organizations, veterans groups, academic institutions, independent living resource centers, and university disability services offices. This program shall have a budget of not less than twenty-thousand dollars (\$20,000) per year in accordance with the terms of this Settlement Agreement.

**VI. RETURNED MAIL AND UNUSED DEBIT CARDS**

For any Settlement Class Members for whom a Class Notice and debit card is returned by the post office as undeliverable, CNCS shall attempt to secure a correct or current address through e-mail contact, where possible, and an additional Class Notice will be sent to the Settlement Class Member at any new address. CNCS will notify Class Counsel of any Class Notice sent to a Settlement Class Member that is returned as undeliverable after the first mailing, as well as any such Class Notice returned as undeliverable after any subsequent mailing(s). In addition, for any Settlement Class Member for whom a Class Notice is returned by the post office as undeliverable, CNCS will attempt to notify the Settlement Class Member via the last known personal e-mail address.

Any funds on a debit card issued as part of this Agreement must be used within two (2) years of the Effective Date of this Agreement and will be forfeited after two years from the Effective Date of this Agreement. Class Members are responsible for any loss, as funds loaded onto the debit cards for payments under this Settlement Agreement cannot be replaced. Settlement Class Members should treat their debit cards as cash and protect them from being lost or stolen.

**VII. CLASS MEMBER OPT-OUTS**

- A. All Settlement Class Members eligible for relief who have not opted out of the terms of the Settlement Agreement, and all those who were or are given the right to opt out who do not opt out, are bound by the terms of the Settlement Agreement.
- B. The Class Notice will include instructions for how a Settlement Class Member may opt out of the Agreement. To opt out of the Agreement, a Settlement Class Member must mail to CNCS via First Class United States Mail, postage prepaid, a written, signed opt-out statement with an original signature. To be effective, the Opt-Out Statement must include the Settlement Class Member's name, email,

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address, and telephone number, and state, "I opt out of the AmeriCorps NCCC settlement." A scanned Opt-Out Statement, which must be attached in a portable document format (.pdf) may also be sent via electronic mail to [dbradley@cns.gov](mailto:dbradley@cns.gov) or [ssoper@cns.gov](mailto:ssoper@cns.gov). To be effective, an Opt-Out Statement must be received by CNCS within sixty (60) calendar days of the initial mailing, or any subsequent mailing, of the Class Notice to the Settlement Class Member. If the Settlement Class Member activated a debit card, the unused debit card (with any original funds) must be return to CNCS with the Opt-Out Statement. Failure to return all original funds shall be a waiver of the opt-out, and the Class Member shall be bound by the terms, conditions, waiver, and release granted in this Settlement Agreement.

- C. CNCS will stamp a received date on each Opt-Out Statement that it receives and shall serve copies of each Opt-Out Statement on Class Counsel not later than ten business days after receipt thereof.
- D. Any Settlement Class Member who does not submit an Opt-Out Statement pursuant to the instructions contained in the Class Notice will be deemed to have accepted the Settlement and the terms of this Agreement, including the Release.

#### **VIII. IMPROPERLY DESIGNATED SETTLEMENT CLASS MEMBERS**

- A. A Settlement Class Member who is designated eligible for the monetary relief described in Paragraph IV(C)(ii)-(iv) and who is later found to have served in AmeriCorps NCCC during the Class Period shall be eligible only for the training described in Paragraph V(K) and programmatic relief described in Paragraph V. CNCS shall notify Class Counsel of any improper designation of class members within seven business days of CNCS's finding. A Settlement Class Member who has already received a debit card under Paragraph IV(C) will not be re-designated to be eligible only for the programmatic relief described in Paragraph V.
- B. If CNCS learns of an individual who may be entitled to relief as a Settlement Class Member under the terms of this Agreement, but who did not receive a Class Notice, or if an individual contacts CNCS and claims to be entitled to relief as a Settlement Class Member under the Agreement but did not receive a Class Notice, CNCS shall review available records to determine whether the individual is eligible for relief under this Agreement, and shall notify Class Counsel of the claim and/or CNCS's determination within seven business days of such claim or determination. Any dispute regarding the eligibility of such individual may be resolved through the dispute resolution process set out in Paragraph XIV.
- C. Any Settlement Class Member who previously settled any claims or executed release or waiver of claims related to the OCRI Complaint and to monetary relief for any claims shall not be entitled to any monetary relief under this Settlement Agreement.

- D. Complainant, and any Class Member, may seek redress for any alleged violation of this Agreement by filing a complaint with CNCS, in addition to any other legal remedies available to them.

**IX. CONFIDENTIALITY**

- A. The Parties may not offer this Agreement, or any papers related to this Agreement and created for settlement purposes, as evidence of discrimination or unfair treatment in any civil, criminal, or administrative action or proceeding.
- B. Complainant and Settlement Class Members agree to keep confidential the total dollar amount, or any individual monetary settlement amount, paid out as part of this Settlement Agreement except to their attorneys, tax advisors or preparers, immediate family, and as otherwise required by law.
- C. The Complainant and Class Counsel shall maintain in confidence all drafts of this Agreement as well as all settlement communications and negotiations.
  - (i) This provision will not prevent Complainant or Class Counsel from complying with a lawfully served and valid subpoena or other court order.
  - (ii) Should Complainant or Class Counsel be served with such an order, Complainant or Class Counsel shall notify CNCS in writing within three business days of being served.

**X. JOINT PRESS RELEASE, PUBLICITY, AND NON-DEFAMATION**

- A. The Parties shall confer and agree regarding language for a joint press release regarding the settlement of this matter within twenty (20) calendar days of the Effective Date of the Settlement Agreement. The Parties agree that the joint press release may include such deadlines for applications to NCCC as CNCS may wish to include. The Parties and Class Counsel agree that no press release will be issued prior to the Parties' final approval of the Settlement Agreement or the joint press release unless the parties are unable to agree within the timeline set out above.
- B. Complainant, the Class, and Class Counsel agree to not make any statements, written or oral, or cause others to make any statements, written or oral, that defame the agency, its employees, directors, or officers. Complainant and Class Members agree that this prohibition extends to statements, written or oral, made to anyone, including but not limited to, the news media or in public fora. This is a material term to this agreement.
- C. Complainant and Class Counsel shall refrain in form or substance from stating

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that CNCS admitted liability for any claims in the OCRI Complaint, and shall also refrain in form or substance from stating that any tribunal has determined that CNCS is liable on the claims in the OCRI Complaint.

- D. Nothing in this Agreement shall preclude Class Counsel from posting publicly available information about the case (including the OCRI Complaint, the agreed-upon press release, and the redacted Agreement) on their websites, or making statements consistent with such publicly available information and the joint press release.
- E. Nothing in this Agreement shall prohibit Class Counsel from complying with ethical rules that apply in the jurisdiction in which they maintain an active bar membership, including D.C. Ethics Opinion 335.

## **XI. RELEASE**

Upon the Effective Date, in consideration of the benefits inuring to the Eligible Settlement Class Members and Class Representative that are set forth herein, the Eligible Settlement Class Members, by and through Class Counsel, and Class Representative, together with their heirs, agents, successors, executors, and assigns, are deemed to irrevocably and unconditionally forever waive, release, and acquit CNCS and all of its current and former personnel, affiliates, predecessors, officers, directors, employees, agents, and attorneys, from any and all claims, rights, and causes of action, whether known or unknown, that have been or could have been asserted by reason of, or with respect to, or in connection with, or that arise out of, any of the matters alleged in the OCRI Complaint, including, without limitation, claims or causes of action that pertain or relate to, or that are based upon or challenge, policies or practices described in the OCRI Complaint that occurred at any time during the Class Period, whether under disparate impact theories, disparate treatment theories, retaliation, harassment, misrepresentation, defamation (libel or slander), detrimental reliance, emotional distress or otherwise (“Released Claims”); and under the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the 1991 Civil Rights Act, as amended, and any other federal or state law, including claims in law, equity, contract, tort, or public policy. Complainant and the Eligible Settlement Class shall be precluded from any requests for any injunctive and/or monetary and/or any other form of relief, including, but not limited to: damages, compensatory or punitive damages, tax payments, debt relief, costs, attorneys’ fees, expenses, and/or interest, disbursements and/or the like whether presently known or unknown, that were asserted or could have been asserted in the OCRI Complaint by reason of, with respect to, in connection with, or which arise out of, or relate to any matters alleged in the OCRI Complaint, from the beginning of time up to and including the Effective Date of this Agreement. By signing this Settlement Agreement, Complainant and Settlement Class Members, by and through Class Counsel, waives all rights and claims under the Age Discrimination in Employment Act (“ADEA”) of 1967, as amended. To ensure compliance with the requirements of the Older Workers Benefit



Protection Act (OWBPA), 29 U.S.C. § 626(f), Class Agent, by signing this Settlement Agreement, agrees that: (1) he/she understands that this waiver is part of a Settlement Agreement; (2) he/she has read and understood the Settlement Agreement; (3) he/she intends to waive any rights or claims under the ADEA as to matters raised in this Action as of the Effective Date of this Settlement Agreement; (4) he/she does not waive any rights or claims that may arise after the date of this Settlement Agreement; (5) he/she is waiving rights or claims in exchange for valuable consideration in addition to anything of value to which he/she is already entitled; and (6) he/she had opportunity to consult with Class Counsel before executing this Settlement Agreement.

## **XII. DISMISSAL OF OCRI COMPLAINT AND OTHER CLAIMS**

- A. Class Representative agrees that within five (5) business days following CNCS' mailing of the first round of the Class Notices and payment information to Settlement Class Members pursuant to Paragraph IV, Complainant shall send a written request to CNCS' EEO Office to withdraw her individual and class OCRI Complaint and her any EO claims with prejudice, on behalf of herself and the Eligible Settlement Class.
- B. Eligible Settlement Class Members are barred from asserting any claims, commencing, prosecuting, maintaining, intervening in, participating in (whether individually, as class members or otherwise) any actions, or receiving any benefits or other relief from any other lawsuit or proceeding, or receiving any individual benefits from any administrative, regulatory or other proceeding or order, against CNCS and those it inures to, in any jurisdiction, based on or relating to the claims and causes of action raised in the OCRI Complaint, or the facts and circumstances relating to OCRI Complaint. Nothing in this Agreement shall be construed to prohibit a Settlement Class Member from filing a charge with, or participating in any investigation or proceeding conducted by, the CNCS EEO Office, or comparable state or local fair employment agency.
- C. Nothing in the Agreement shall be construed to bar any claims of members of the Settlement Class or the Class Representative that arise after the Effective Date or, if applicable, after their execution of the General Release, whichever is later. Nothing in this Agreement is intended to affect any claims by Settlement Class Members to vested benefits that have accrued as of the date of this Agreement, if any, in which Settlement Class Member is a participant, and any such claims shall be governed in accordance with the terms of such programs and applicable law.
- D. Nothing in this Agreement bars claims for worker's compensation benefits by Class Representative and Settlement Class Members.

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- E. Due to Class Counsel's representation of the Class Members, their receipt of confidential information during the course of the litigation as part of settlement discussions, and their continuing receipt of confidential information in connection with the implementation of the Decree, subject only to any ethical prohibitions, Class Counsel agree not to use confidential information received from CNCS as part of settlement discussions in any future representation or work involving people who are not the Complainant or Class Members. It is understood that Class Counsel may continue to represent Class Representative and Settlement Class Members in connection with the implementation and enforcement of the Agreement.

### XIII. NO ADMISSION

- A. By entering into this Agreement, CNCS denies and does not admit, either expressly or implicitly, that it has violated any federal, state and/or local law, regulation, and/or ordinance, or that it has any liability under any of the charges/claims which were or could have been raised in this litigation. CNCS maintains and has maintained throughout this litigation that it provides equal opportunities for all service member applicants and service members is and has been in full and complete compliance with the provisions of Title VII, the Rehabilitation Act and the Americans with Disabilities Act. This Settlement Agreement represents a compromise of disputed claims. Complainant and the Eligible Settlement Class, by and through Class Counsel, acknowledges that by CNCS entering into a settlement agreement that this is not an admission of liability for the claims in the Office of Civil Rights and Inclusion Complaint, and shall not state that any tribunal has determined that CNCS was liable on the claims in the OCRI Complaint or related claims.
- B. The Parties have entered into this Settlement Agreement to avoid the disruption, burdens, distractions and expense that would be involved in continued legal proceedings and to put to rest all further controversy with respect to the charges, claims and issues raised in this litigation.
- C. This Settlement Agreement is not a concession or admission and shall not be admissible in any court or administrative or arbitral forum for any purpose other than with respect to an evaluation of its fairness or approval, the enforcement of its terms, or as evidence that a claim pending in any administrative, arbitral, or judicial forum has been released, dismissed, resolved, or waived by an Eligible Settlement Class Member.

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- D. The Parties acknowledge there has been no finding of discrimination by an EEOC Administrative Judge or the EEOC in the course of the proceedings in this case, nor has an Administrative Judge or the EEOC expressed any view on the merits, validity, or accuracy of the claims.

#### XIV. DISPUTE RESOLUTION

- A. If, following the execution of this Agreement, Class Counsel or CNCS becomes aware of any issue or dispute regarding the implementation of the agreement, they will notify counsel for the other party in writing. Such notification will be provided within a reasonable time, but not to exceed thirty calendar days, after a party becomes aware of the issue or dispute. For at least sixty calendar days, the parties will meet and confer and engage in good faith discussions to resolve the issue or dispute. Where necessary to resolve the issue or dispute, and upon request, Class Counsel and/or counsel for CNCS will share non-privileged information and materials relevant to the issue or dispute. If the parties are unable to resolve the issue or dispute, they will seek resolution through mediation with a mediator to be identified, ideally serving pro bono. The meet and confer process set out in this paragraph will not prohibit Class Counsel from seeking other relief if Complainant or class members face imminent injury.
- B. Complainant, and any Class Member, may seek redress for any alleged violation of this Agreement by filing a complaint with CNCS, in addition to any other legal remedies available to them.

#### XV. REINSTATEMENT OF THE ACTION

If this Agreement is held to be void in its entirety by the final and unappealable judgment of any court, CNCS will not object to reinstatement of the complaint in the same status and forum as it was pending as of the date the Parties formally entered into settlement negotiations on January 24, 2018. Should the action be reinstated, the Parties will retain all claims, arguments, and defenses that have been or might later be asserted in this case, and nothing in this Agreement shall be raised or construed by either Party to defeat or limit any claims, arguments, or defenses of the other Party.

#### XVI. INTERPRETATION, ENFORCEMENT, AND MISCELLANEOUS TERMS

- A. **Binding Effect.** This Agreement shall be binding upon the Parties and inure to the benefit of, the Parties, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.
- B. **Legal Challenges.** Should any person challenge the validity of this Agreement in any court, the parties agree to work cooperatively to defend its validity.

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- C. **Severability.** If any provision of this Agreement is held by any court to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- D. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The terms of this Settlement Agreement also include the terms set forth in the attached Exhibits, which are incorporated by reference as though fully set forth herein. The Exhibits to this Settlement Agreement are an integral part of the Settlement Agreement.
- E. **Modification.** This Agreement may be modified only by a written instrument signed by the parties or their authorized legal representatives.
- F. **Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the law applicable to the District of Columbia, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- G. **Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- H. **Construction.** The Parties believe that the terms of this Settlement Agreement are a fair, reasonable, and adequate settlement of this Action and have arrived at this Settlement in arm's length negotiations and with the assistance of a professional mediator, taking into account relevant factors, present and potential. This Settlement Agreement has been drafted jointly by counsel for the Parties. Hence, in any construction or interpretation of this Settlement Agreement, the same shall not be construed against any of the Parties. Should any requirement to fulfill a certain task by a certain date fall on a weekend or federal holiday, it shall be construed to mean the following business day.
- I. **Titles and Captions of No Force.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions.

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- J. **Defenses.** Nothing in this Agreement shall be deemed to waive CNCS' objections and defenses to liability or to Complainant or the Eligible Settlement Class' entitlement to monetary or equitable relief, or any other issues in litigation. If this Agreement is deemed null and void, it shall not be citable or admissible in any judicial administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, including, but not limited to, any issue regarding the propriety of class certification, liability or entitlement to monetary or equitable relief, or any other issue in the litigation.
- K. **Confidential Documents.** Class Counsel will use their best efforts to ensure that any and all confidential data and documents produced by CNCS in the course of settlement discussions that were provided to Class Members or expert witnesses are returned, destroyed, or deleted by such Class Members or expert witnesses. Class Counsel will handle, delete and destroy any confidential documents produced by CNCS in the course of settlement discussions in accordance with their regular business practice and policies.
- L. **Enforcement of Agreement.** Nothing herein shall be interpreted to preclude CNCS or Class Counsel from seeking attorneys' fees, expenses, and costs incurred in litigating disputes arising from the enforcement of this Agreement.
- M. **Authority to Bind.** The individuals signing below represent that they have full legal authority to bind the parties they represent. Counsel for all Parties warrant and represent that they are expressly authorized by the Class Representative and CNCS to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate the terms hereof, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their respective counsel will cooperate with each other and use their best efforts to effect the implementation of the terms of the Settlement Agreement.

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement on the dates shown below.

Dated: \_\_\_\_\_, 2019

**SUSIE BALCOM, on her own behalf and on behalf of the class she represents**

\_\_\_\_\_

Dated: August 19, 2019

**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE**

By: 

Dated: \_\_\_\_\_, 2019

**AMERICAN CIVIL LIBERTIES UNION FOUNDATION**

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2019

**AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF D.C.**

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**SETTLEMENT AGREEMENT, RELEASE,  
AND WAIVER**

This Settlement Agreement, Release, and Waiver ("Settlement Agreement" or "Agreement") is entered into between Susie Balcom ("Complainant" or "Class Representative"), individually and on behalf of herself and the Settlement Class (the "Settlement Class" or "Settlement Class Members") defined below, and the Corporation for National and Community Service ("CNCS"), collectively referred to as "the Parties."

**RECITALS**

WHEREAS, CNCS operates the AmeriCorps National Civilian Community Corps ("AmeriCorps NCCC") pursuant to the National and Community Service Act of 1993;

WHEREAS, AmeriCorps engages thousands of Americans each year in intensive service to meet community needs in education, the environment, disaster services, and other areas;

WHEREAS, in January 2017, Complainant applied for positions as a Corps member and team leader with AmeriCorps NCCC;

WHEREAS, Complainant received and accepted CNCS' conditional offer to serve as a team leader with AmeriCorps NCCC;

WHEREAS, CNCS determined that Complainant was "disqualified" from service due to medical information she disclosed during the health assessment process regarding anxiety and trauma she experienced;

WHEREAS, by and through her attorneys, Complainant filed a formal complaint of discrimination after seeking Equal Opportunity counseling, and desired to pursue her individual claims and as a class action;

WHEREAS, through her attorneys, Complainant notified CNCS' Office of Civil Rights and Inclusiveness ("OCRI") of her discrimination claims and the discrimination claims of putative class members on June 28, 2017;

WHEREAS, OCRI issued Complainant a Notice of the Right to File a Formal Complaint on September 28, 2017;

WHEREAS, on October 10, 2017, Complainant filed an individual and class complaint, Agency No. 0418-101 (the "OCRI Complaint") with the OCRI, alleging, among other things, that CNCS' health screening process violated Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. § 794, and CNCS's own antidiscrimination

  
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policies, by discriminating on the basis of disability and sex;

WHEREAS, on December 6, 2017, the OCRI determined that the OCRI Complaint could proceed as an administrative class action, that the Complainant could proceed as the representative of the Class, and that the ACLU could act as counsel for the Class;

WHEREAS, the Class was certified through the OCRI EEO administrative complaint process only, and no court made any determination regarding whether the class met the requirements of Rule 23 of the Federal Rules of Civil Procedure;

WHEREAS, CNCS denies that it violated the Rehabilitation Act or the ADA or its own antidiscrimination policies, and further denies that it is liable to Complainant or the Class with respect to the alleged facts or causes of action asserted in the OCRI Complaint;

WHEREAS, in January 2018, the Parties entered into confidential settlement negotiations;

WHEREAS, on July 9-10, 2019, the Parties participated in confidential mediation in Washington, D.C. to resolve any and all claims related to the OCRI Complaint; and

WHEREAS, the parties desire to settle any and all matters between them relating to the OCRI Complaint in a mutually agreeable manner;

WHEREAS, the Parties have concluded that this Settlement Agreement is desirable in order to avoid the time, expense, and inherent uncertainties of protracted litigation. Based upon the Parties' investigation, legal evaluation, and taking into account the contested legal and factual issues involved, Complainant and CNCS have concluded that this Settlement Agreement is fair, reasonable, adequate, and in the best interests of the Parties and the Settlement Class.

NOW, THEREFORE, in consideration of the mutual covenants and promises set forth in this Agreement, as well as the good and valuable consideration provided for herein, the Parties agree to a full and complete settlement of this matter on the following terms and conditions.

## I. DEFINITIONS

The defined terms set forth in this Agreement have the meanings ascribed to them below.

**ACLU.** "ACLU" shall mean, collectively, the national American Civil Liberties Union Foundation and the American Civil Liberties Union Foundation of the District of Columbia.

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**Agreement.** "Agreement" shall mean this Settlement Agreement and Release.

**AmeriCorps NCCC.** "AmeriCorps NCCC" shall mean the AmeriCorps National Civilian Community Corps.

**Class Representative.** "Class Representative" shall mean Susie Balcom.

**Class Counsel.** "Class Counsel" shall mean the American Civil Liberties Union Foundation (ACLU), located at 125 Broad Street, 18<sup>th</sup> Floor, New York, NY 10004.

**Class Fund.** "Class Fund" shall mean the funds set aside by CNCS to pay the Gross Settlement Amount.

**Class Notice.** "Class Notice" shall mean the Notice of Class Action Settlement to be sent to the Settlement Class Members pursuant to the notice procedures set forth below. The form and content of the Class Notice shall be agreed upon by the Parties.

**Class Period.** "Class Period" shall mean the time period from October 1, 2016 to November 28, 2017.

**CNCS.** "CNCS" shall mean the Corporation for National and Community Service.

**Complainant.** "Complainant" shall mean Susie Balcom.

**Effective Date.** "Effective Date" shall mean two business days from the date that the Settlement Agreement has been fully executed.

**Eligible Settlement Class Member.** "Eligible Settlement Class Member" or "Eligible Class Member" shall mean all Settlement Class Members who have not opted out of the Class or are not deemed ineligible as a result of previously signing a waiver and release of any monetary claims related to the OCRI Complaint.

**Gross Settlement Amount.** "Gross Settlement Amount" means the non-reversionary cash sum of [REDACTED] described in Paragraph IV(A) below. The Gross Settlement Amount is the sole and exclusive source of funds for payments of any kind (other than with respect to the provision of notice as provided in Paragraph II(A), and for the outreach and recruitment program provided for in Paragraph V(L) related to this Settlement Agreement or the OCRI Complaint, whether for Eligible Settlement Class Member Settlement Awards, attorneys' fees and costs, interest, or cash payments of any kind; however, nothing in this Paragraph shall limit the Agency's obligations to implement the agreed Programmatic Relief

  
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set forth below.

**OCRI.** "OCRI," as set forth in the Recitals, shall mean the CNCS Office of Civil Rights and Inclusiveness.

**OCRI Complaint.** "OCRI Complaint," as set forth in the Recitals, shall mean the Complaint, Agency No. 0418-101 filed on October 10, 2017, by Susie Balcom, on behalf of herself and the Class, by and through Class Counsel with the CNCS Office of Civil Rights and Inclusiveness.

**Parties.** "Parties" shall mean Complainant, the Class, and CNCS.

**Release.** "Release" has the meaning set forth in Paragraph XI of this Agreement.

**Reverter Fund.** "Reverter Fund" shall mean any monies from the Class Fund from debit cards that are not activated by Eligible Settlement Class Members within one year of the Effective Date and monies from debit cards that are not drawn down fully within two years of the Effective Date.

**Settlement Agreement.** "Settlement Agreement" shall mean this Agreement and its exhibits.

**Settlement Award.** "Settlement Award" means the payment that each Eligible Settlement Class Member shall be entitled to receive pursuant to the terms of this Agreement.

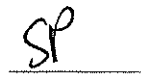
**Settlement Class or Settlement Class Members.** "Settlement Class" or "Settlement Class Members" shall mean all persons who applied for service positions with AmeriCorps NCCC from October 1, 2016 to November 28, 2017, and who were allegedly deferred or denied a service position based on their results from CNCS's medical screening process, and all applicants who made certain disclosures regarding their health conditions or treatments based on CNCS' health screening process. The Settlement Class includes 1653 people.

## II. Class Notice

A. The Class Notice shall be provided to the Settlement Class, as follows:

- (i) Notice Costs. CNCS shall issue the Class Notice to the Settlement Class Members as set forth below and in Paragraph IV(G), and shall bear all costs of issuing such notice in addition to the Gross Settlement Amount.

  
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- (ii) Notice Procedures. CNCS shall, within thirty (30) calendar days following the Effective Date, email the Class Notice referred to in Paragraph IV(G), below.

### III. Implementation Schedule

The parties agree that the dates and deadlines set forth in this Settlement Agreement shall only be continued based on the mutual written consent of counsel for the Parties.

### IV. Monetary Relief and Payments

- A. As part of its resolution of this case, CNCS agrees to pay to Complainant, the Eligible Settlement Class and Class Counsel [REDACTED] [REDACTED] as set forth in Paragraph IV(C)(i)-(vii), for full and final satisfaction and waiver and release of any and all claims that Balcom and the Eligible Settlement Class had or could have in relation to the OCRI Complaint.
- B. All Eligible Class Members, including the Class Representative, shall be paid a Settlement Award as set forth in Paragraph IV(C)(ii)-(iv) below from the Class Fund.
- C. CNCS shall pay the amounts set out in Paragraph IV(A) as follows:
  - (i) Payment in the amount of [REDACTED] shall be made to Balcom to resolve her individual discrimination claims within sixty (60) calendar days of Balcom providing the complete bank information required to process the payment.
  - (ii) The thirty-two (32) Eligible Settlement Class Members who were deferred or disqualified and have aged out of eligibility to reapply for service because they will be over the age of twenty-four (24) on February 15, 2020, shall be entitled to [REDACTED] to be paid via a debit card.
  - (iii) The eighty-three (83) Eligible Settlement Class Members who were deferred or disqualified and have not aged out by being over the age of twenty-four (24) on February 15, 2020, shall be entitled to [REDACTED] to be paid via a debit card.
  - (iv) The four-hundred and seventy-six (476) Eligible Settlement Class members who did not complete the medical screening process and were not assigned to an AmeriCorps NCCC campus shall be entitled to [REDACTED]

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to be paid via a debit card.

- (v) Settlement Class members who were assigned to an AmeriCorps NCCC campus shall receive no monetary relief, but shall have the opportunity to apply again as a service member or team leader and shall receive access to the Accenture training program described in Paragraph V(K).
  - (vi) Payment in the amount of one hundred and fifty thousand dollars (\$150,000) shall be made to Class Counsel within sixty (60) calendar days of Class Counsel providing their complete bank information to Agency Counsel.
  - (vii) CNCS shall also pay an additional sum of up to thirty thousand dollars (\$30,000) from the Reverter Fund. The additional sum, if any, shall be paid within 60 calendar days of the date that is one year from the Effective Date of the Settlement Agreement. Class Counsel acknowledges that if there are no Reverter Funds, the Agency will make no additional payment of attorneys' fees beyond the one-hundred and fifty-thousand (\$150,000) provided for in subsection (vi), above. No additional fees shall be paid for any Class Counsel activity related to the terms in the Settlement Agreement, including, but not limited to, subsequent monitoring of this Agreement.
  - (viii) It is the intention of the Parties to completely distribute the funds in the Class Fund in accordance with the terms hereof. In the event that debit cards are returned and/or the Class Fund is not completely distributed for any reason, the remaining sum shall become part of the Reverter Fund.
- D. The debit cards, which Class members must activate prior to any funds being loaded, shall be mailed in a manner that can be tracked within sixty (60) calendar days after the Effective Date. The debit cards shall retain their full value for at least one year unless the funds are used or are otherwise withdrawn.
- E. Payment to Eligible Class Members will be contingent upon each Class Member's individual acknowledgement and agreement to the non-defamation and confidentiality provisions provided in Paragraphs IX and X.
- F. CNCS shall bear the cost of mailing the debit cards specified in Paragraph IV(D).
- G. CNCS shall enclose in the same envelope as the debit card referred to in Paragraphs IV(C)(ii) through (iv), above, the following additional documents:

  
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- (i) The Class Notice. The parties will confer regarding the text of the Class Notice, to be finalized within five (5) business days of the Effective Date.
  - (ii) An invitation to reapply to serve under the new health screening process. The parties will confer on language for this invitation to be finalized within ten (10) business days of the Effective Date.
  - (iii) An invitation to participate in a career enhancement training course developed by Accenture.
- H. Complainant, Eligible Class Members, and Class Counsel shall be solely responsible for each of their respective federal, state, or local tax liabilities and/or consequences of any payments made under this Agreement.
- I. Class Counsel shall indemnify CNCS for any payments to an Eligible Class Member once payout of the Class Fund pursuant to Paragraph IV(C)(i) - (vii) above exceeds [REDACTED]. Class Counsel shall indemnify CNCS within sixty (60) calendar days of CNCS's notice to Class Counsel of the exhaustion of the [REDACTED] Class Fund and any subsequent request(s) for payment by Eligible Class Member(s). CNCS shall provide an accounting of payments that have already been made from the Class Fund to Class Members and Class Counsel. Request for indemnification shall be made within eighteen (18) months of the Effective Date. Class Counsel will not indemnify CNCS for any payments it makes in error out of the Class Fund. The classification of Class Members as known on the Effective Date of the Settlement Agreement shall govern the operation of this Settlement Agreement, unless CNCS learns of an improperly designated Class Member as set forth in Paragraph VIII of this Settlement Agreement.

**V. PROGRAMMATIC RELIEF**

- A. Unless otherwise provided, the programmatic provisions in this Agreement are effective immediately upon the Effective Date. CNCS agrees that it will no longer use the medical screening process it used prior to the filing of the OCRI complaint, including using the AmeriCorps NCCC Medical Mental Health Information Form, OMB No. 3045-0183, the Mental Health Assessment Guidelines, and the Medical Screening Guidelines.
- B. CNCS agrees to adopt a new health screening process to integrate health screening and the reasonable accommodation process for NCCC candidates. The new health screening process is described in the Health Assessment Planning Policy and Operation Instructions ("Health Assessment Policy") (Exhibit A). CNCS will implement the new health screening process described therein within

  
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sixty calendar (60) days after the execution of this Agreement.

- C. In addition to adopting the health screening process described in the Health Assessment Policy, CNCS agrees to adopt and use the following documents and forms:
  - (i) Health Assessment and Planning Form (Exhibit B)
  - (ii) Health Assessment Determination Form, including the attached Individualized Reasonable Accommodation Plan Form (Exhibit C)
  - (iii) Authorization for Conversation with Health Care Provider (Exhibit D)
  - (iv) Follow Up Request for Information from Health Care Provider (Exhibit E)
  - (v) Request for Reasonable Accommodation (Exhibit F)
- D. CNCS agrees to maintain the health screening process described in the Health Assessment Policy for a period of fifteen (15) months following the Effective Date of the Settlement Agreement, subject to change with notice as described below.
- E. For fifteen (15) months after the Effective Date of this Agreement, CNCS will provide thirty calendar days advance notice to Class Counsel before making any material changes to the Health Assessment Policy, or to any of the documents and forms described in Paragraph V(C).
- F. For fifteen (15) months after the Effective Date of this Agreement, and on a quarterly basis, CNCS will provide notice to Class Counsel of any non-material changes made to the Health Assessment Policy, or to any of the documents and forms described in Paragraph V(C) during the preceding quarter.
- G. For twenty-four (24) months after the Effective Date of this Agreement, CNCS will report to Class Counsel the following information for each application deadline: CNCS will provide information regarding the enrollment of individuals who participated in the health assessment determination process by identifying the number of individuals who AmeriCorps NCCC requested to complete the health assessment process and the number of individuals who were excluded (deferred or disqualified) from service as a result of the process for each application deadline occurring during the 24 month period.

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- H. Within sixty (60) calendar days of the Effective Date of this Agreement, CNCS shall train all staff involved in health screening and reasonable accommodations regarding the new health screening process described in the Health Assessment Policy. The training shall also include a review of common mental health conditions and illnesses that young adults experience and reasonable accommodations that may be appropriate, and will inform participants of the resources available through the Job Accommodation Network, <https://askjan.org/>. The training shall also provide information regarding appropriate supports and resources for candidates who have experienced sexual violence. This training shall also be provided for all staff newly involved in health screening and accommodations for the next fifteen (15) months following the Effective Date of the Settlement Agreement. CNCS agrees to provide a description of the training program to Class Counsel no later than fourteen calendar (14) days before the training is scheduled to be held and to consider any feedback and objections provided by Class Counsel. Any feedback and objections provided by Class Counsel is non-binding and is not legally actionable by Complainant or the Settlement Class.
- I. Within thirty (30) calendar days after the Effective Date of the Settlement Agreement, CNCS shall make the Health Assessment Policy available to Settlement Class Members on its website and shall send notice of the new process to applicants, providing a link to the Health Assessment Policy.
- J. CNCS agrees to extend to all Settlement Class Members an invitation to reapply to serve under the new health screening process under the following terms and conditions:
- (i) The Parties acknowledge that there is no age restriction on serving as a team leader, but that Settlement Class Members over twenty-four (24) years of age at the time of application are no longer eligible to serve as team members. The Parties also acknowledge that all Settlement Class Members are subject to lifetime limits on educational awards and total number of terms of service.
  - (ii) CNCS will provide a telephone number and establish a point of contact to assist Settlement Class Members with their application forms and to answer any questions Settlement Class Members may have regarding the application process.
  - (iii) Any Settlement Class Member who reapplies to serve under the new health screening process and receives a negative determination and who wishes to appeal that determination shall follow the appeals process described in the Health Assessment

  
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Policy.

- K. CNCS agrees to extend to all Settlement Class Members an opportunity to take a career enhancement training course developed by Accenture.
- L. For at least one year after the Effective Date of the Settlement Agreement, or until the budget for such activities is exhausted, CNCS shall engage in targeted outreach and recruitment to encourage people with disabilities to apply to the AmeriCorps NCCC service program, in consultation with non-profit organizations, veterans groups, academic institutions, independent living resource centers, and university disability services offices. This program shall have a budget of not less than twenty-thousand dollars (\$20,000) per year in accordance with the terms of this Settlement Agreement.

**VI. RETURNED MAIL AND UNUSED DEBIT CARDS**

For any Settlement Class Members for whom a Class Notice and debit card is returned by the post office as undeliverable, CNCS shall attempt to secure a correct or current address through e-mail contact, where possible, and an additional Class Notice will be sent to the Settlement Class Member at any new address. CNCS will notify Class Counsel of any Class Notice sent to a Settlement Class Member that is returned as undeliverable after the first mailing, as well as any such Class Notice returned as undeliverable after any subsequent mailing(s). In addition, for any Settlement Class Member for whom a Class Notice is returned by the post office as undeliverable, CNCS will attempt to notify the Settlement Class Member via the last known personal e-mail address.

Any funds on a debit card issued as part of this Agreement must be used within two (2) years of the Effective Date of this Agreement and will be forfeited after two years from the Effective Date of this Agreement. Class Members are responsible for any loss, as funds loaded onto the debit cards for payments under this Settlement Agreement cannot be replaced. Settlement Class Members should treat their debit cards as cash and protect them from being lost or stolen.

**VII. CLASS MEMBER OPT-OUTS**

- A. All Settlement Class Members eligible for relief who have not opted out of the terms of the Settlement Agreement, and all those who were or are given the right to opt out who do not opt out, are bound by the terms of the Settlement Agreement.
- B. The Class Notice will include instructions for how a Settlement Class Member may opt out of the Agreement. To opt out of the Agreement, a Settlement Class Member must mail to CNCS via First Class United States Mail, postage prepaid, a written, signed opt-out statement with an original signature. To be effective, the Opt-Out Statement must include the Settlement Class Member's name, email,

  
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address, and telephone number, and state, "I opt out of the AmeriCorps NCCC settlement." A scanned Opt-Out Statement, which must be attached in a portable document format (.pdf) may also be sent via electronic mail to [dbradley@cns.gov](mailto:dbradley@cns.gov) or [ssoper@cns.gov](mailto:ssoper@cns.gov). To be effective, an Opt-Out Statement must be received by CNCS within sixty (60) calendar days of the initial mailing, or any subsequent mailing, of the Class Notice to the Settlement Class Member. If the Settlement Class Member activated a debit card, the unused debit card (with any original funds) must be return to CNCS with the Opt-Out Statement. Failure to return all original funds shall be a waiver of the opt-out, and the Class Member shall be bound by the terms, conditions, waiver, and release granted in this Settlement Agreement.

- C. CNCS will stamp a received date on each Opt-Out Statement that it receives and shall serve copies of each Opt-Out Statement on Class Counsel not later than ten business days after receipt thereof.
- D. Any Settlement Class Member who does not submit an Opt-Out Statement pursuant to the instructions contained in the Class Notice will be deemed to have accepted the Settlement and the terms of this Agreement, including the Release.

#### VIII. IMPROPERLY DESIGNATED SETTLEMENT CLASS MEMBERS

- A. A Settlement Class Member who is designated eligible for the monetary relief described in Paragraph IV(C)(ii)-(iv) and who is later found to have served in AmeriCorps NCCC during the Class Period shall be eligible only for the training described in Paragraph V(K) and programmatic relief described in Paragraph V. CNCS shall notify Class Counsel of any improper designation of class members within seven business days of CNCS's finding. A Settlement Class Member who has already received a debit card under Paragraph IV(C) will not be re-designated to be eligible only for the programmatic relief described in Paragraph V.
- B. If CNCS learns of an individual who may be entitled to relief as a Settlement Class Member under the terms of this Agreement, but who did not receive a Class Notice, or if an individual contacts CNCS and claims to be entitled to relief as a Settlement Class Member under the Agreement but did not receive a Class Notice, CNCS shall review available records to determine whether the individual is eligible for relief under this Agreement, and shall notify Class Counsel of the claim and/or CNCS's determination within seven business days of such claim or determination. Any dispute regarding the eligibility of such individual may be resolved through the dispute resolution process set out in Paragraph XIV.
- C. Any Settlement Class Member who previously settled any claims or executed release or waiver of claims related to the OCRI Complaint and to monetary relief for any claims shall not be entitled to any monetary relief under this Settlement Agreement.

  
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- D. Complainant, and any Class Member, may seek redress for any alleged violation of this Agreement by filing a complaint with CNCS, in addition to any other legal remedies available to them.

**IX. CONFIDENTIALITY**

- A. The Parties may not offer this Agreement, or any papers related to this Agreement and created for settlement purposes, as evidence of discrimination or unfair treatment in any civil, criminal, or administrative action or proceeding.
- B. Complainant and Settlement Class Members agree to keep confidential the total dollar amount, or any individual monetary settlement amount, paid out as part of this Settlement Agreement except to their attorneys, tax advisors or preparers, immediate family, and as otherwise required by law.
- C. The Complainant and Class Counsel shall maintain in confidence all drafts of this Agreement as well as all settlement communications and negotiations.
- (i) This provision will not prevent Complainant or Class Counsel from complying with a lawfully served and valid subpoena or other court order.
- (ii) Should Complainant or Class Counsel be served with such an order, Complainant or Class Counsel shall notify CNCS in writing within three business days of being served.

**X. JOINT PRESS RELEASE, PUBLICITY, AND NON-DEFAMATION**

- A. The Parties shall confer and agree regarding language for a joint press release regarding the settlement of this matter within twenty (20) calendar days of the Effective Date of the Settlement Agreement. The Parties agree that the joint press release may include such deadlines for applications to NCCC as CNCS may wish to include. The Parties and Class Counsel agree that no press release will be issued prior to the Parties' final approval of the Settlement Agreement or the joint press release unless the parties are unable to agree within the timeline set out above.
- B. Complainant, the Class, and Class Counsel agree to not make any statements, written or oral, or cause others to make any statements, written or oral, that defame the agency, its employees, directors, or officers. Complainant and Class Members agree that this prohibition extends to statements, written or oral, made to anyone, including but not limited to, the news media or in public fora. This is a material term to this agreement.
- C. Complainant and Class Counsel shall refrain in form or substance from stating

  
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that CNCS admitted liability for any claims in the OCRI Complaint, and shall also refrain in form or substance from stating that any tribunal has determined that CNCS is liable on the claims in the OCRI Complaint.

- D. Nothing in this Agreement shall preclude Class Counsel from posting publicly available information about the case (including the OCRI Complaint, the agreed-upon press release, and the redacted Agreement) on their websites, or making statements consistent with such publicly available information and the joint press release.
- E. Nothing in this Agreement shall prohibit Class Counsel from complying with ethical rules that apply in the jurisdiction in which they maintain an active bar membership, including D.C. Ethics Opinion 335.

## XI. RELEASE

Upon the Effective Date, in consideration of the benefits inuring to the Eligible Settlement Class Members and Class Representative that are set forth herein, the Eligible Settlement Class Members, by and through Class Counsel, and Class Representative, together with their heirs, agents, successors, executors, and assigns, are deemed to irrevocably and unconditionally forever waive, release, and acquit CNCS and all of its current and former personnel, affiliates, predecessors, officers, directors, employees, agents, and attorneys, from any and all claims, rights, and causes of action, whether known or unknown, that have been or could have been asserted by reason of, or with respect to, or in connection with, or that arise out of, any of the matters alleged in the OCRI Complaint, including, without limitation, claims or causes of action that pertain or relate to, or that are based upon or challenge, policies or practices described in the OCRI Complaint that occurred at any time during the Class Period, whether under disparate impact theories, disparate treatment theories, retaliation, harassment, misrepresentation, defamation (libel or slander), detrimental reliance, emotional distress or otherwise ("Released Claims"); and under the Rehabilitation Act of 1973, as amended, the Americans With Disabilities Act, as amended, Title VII of the Civil Rights Act of 1964, as amended, the 1991 Civil Rights Act, as amended, and any other federal or state law, including claims in law, equity, contract, tort, or public policy. Complainant and the Eligible Settlement Class shall be precluded from any requests for any injunctive and/or monetary and/or any other form of relief, including, but not limited to: damages, compensatory or punitive damages, tax payments, debt relief, costs, attorneys' fees, expenses, and/or interest, disbursements and/or the like whether presently known or unknown, that were asserted or could have been asserted in the OCRI Complaint by reason of, with respect to, in connection with, or which arise out of, or relate to any matters alleged in the OCRI Complaint, from the beginning of time up to and including the Effective Date of this Agreement. By signing this Settlement Agreement, Complainant and Settlement Class Members, by and through Class Counsel, waives all rights and claims under the Age Discrimination in Employment Act ("ADEA") of 1967, as amended. To ensure compliance with the requirements of the Older Workers Benefit

  
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Protection Act (OWBPA), 29 U.S.C. § 626(f), Class Agent, by signing this Settlement Agreement, agrees that: (1) he/she understands that this waiver is part of a Settlement Agreement; (2) he/she has read and understood the Settlement Agreement; (3) he/she intends to waive any rights or claims under the ADEA as to matters raised in this Action as of the Effective Date of this Settlement Agreement; (4) he/she does not waive any rights or claims that may arise after the date of this Settlement Agreement; (5) he/she is waiving rights or claims in exchange for valuable consideration in addition to anything of value to which he/she is already entitled; and (6) he/she had opportunity to consult with Class Counsel before executing this Settlement Agreement.

## XII. DISMISSAL OF OCRI COMPLAINT AND OTHER CLAIMS

- A. Class Representative agrees that within five (5) business days following CNCS' mailing of the first round of the Class Notices and payment information to Settlement Class Members pursuant to Paragraph IV, Complainant shall send a written request to CNCS' EEO Office to withdraw her individual and class OCRI Complaint and her any EO claims with prejudice, on behalf of herself and the Eligible Settlement Class.
- B. Eligible Settlement Class Members are barred from asserting any claims, commencing, prosecuting, maintaining, intervening in, participating in (whether individually, as class members or otherwise) any actions, or receiving any benefits or other relief from any other lawsuit or proceeding, or receiving any individual benefits from any administrative, regulatory or other proceeding or order, against CNCS and those it inures to, in any jurisdiction, based on or relating to the claims and causes of action raised in the OCRI Complaint, or the facts and circumstances relating to OCRI Complaint. Nothing in this Agreement shall be construed to prohibit a Settlement Class Member from filing a charge with, or participating in any investigation or proceeding conducted by, the CNCS EEO Office, or comparable state or local fair employment agency.
- C. Nothing in the Agreement shall be construed to bar any claims of members of the Settlement Class or the Class Representative that arise after the Effective Date or, if applicable, after their execution of the General Release, whichever is later. Nothing in this Agreement is intended to affect any claims by Settlement Class Members to vested benefits that have accrued as of the date of this Agreement, if any, in which Settlement Class Member is a participant, and any such claims shall be governed in accordance with the terms of such programs and applicable law.
- D. Nothing in this Agreement bars claims for worker's compensation benefits by Class Representative and Settlement Class Members.

  
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- E. Due to Class Counsel's representation of the Class Members, their receipt of confidential information during the course of the litigation as part of settlement discussions, and their continuing receipt of confidential information in connection with the implementation of the Decree, subject only to any ethical prohibitions, Class Counsel agree not to use confidential information received from CNCS as part of settlement discussions in any future representation or work involving people who are not the Complainant or Class Members. It is understood that Class Counsel may continue to represent Class Representative and Settlement Class Members in connection with the implementation and enforcement of the Agreement.

### XIII. NO ADMISSION

- A. By entering into this Agreement, CNCS denies and does not admit, either expressly or implicitly, that it has violated any federal, state and/or local law, regulation, and/or ordinance, or that it has any liability under any of the charges/claims which were or could have been raised in this litigation. CNCS maintains and has maintained throughout this litigation that it provides equal opportunities for all service member applicants and service members is and has been in full and complete compliance with the provisions of Title VII, the Rehabilitation Act and the Americans with Disabilities Act. This Settlement Agreement represents a compromise of disputed claims. Complainant and the Eligible Settlement Class, by and through Class Counsel, acknowledges that by CNCS entering into a settlement agreement that this is not an admission of liability for the claims in the Office of Civil Rights and Inclusion Complaint, and shall not state that any tribunal has determined that CNCS was liable on the claims in the OCRI Complaint or related claims.
- B. The Parties have entered into this Settlement Agreement to avoid the disruption, burdens, distractions and expense that would be involved in continued legal proceedings and to put to rest all further controversy with respect to the charges, claims and issues raised in this litigation.
- C. This Settlement Agreement is not a concession or admission and shall not be admissible in any court or administrative or arbitral forum for any purpose other than with respect to an evaluation of its fairness or approval, the enforcement of its terms, or as evidence that a claim pending in any administrative, arbitral, or judicial forum has been released, dismissed, resolved, or waived by an Eligible Settlement Class Member.



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- D. The Parties acknowledge there has been no finding of discrimination by an EEOC Administrative Judge or the EEOC in the course of the proceedings in this case, nor has an Administrative Judge or the EEOC expressed any view on the merits, validity, or accuracy of the claims.

#### XIV. DISPUTE RESOLUTION

- A. If, following the execution of this Agreement, Class Counsel or CNCS becomes aware of any issue or dispute regarding the implementation of the agreement, they will notify counsel for the other party in writing. Such notification will be provided within a reasonable time, but not to exceed thirty calendar days, after a party becomes aware of the issue or dispute. For at least sixty calendar days, the parties will meet and confer and engage in good faith discussions to resolve the issue or dispute. Where necessary to resolve the issue or dispute, and upon request, Class Counsel and/or counsel for CNCS will share non-privileged information and materials relevant to the issue or dispute. If the parties are unable to resolve the issue or dispute, they will seek resolution through mediation with a mediator to be identified, ideally serving pro bono. The meet and confer process set out in this paragraph will not prohibit Class Counsel from seeking other relief if Complainant or class members face imminent injury.
- B. Complainant, and any Class Member, may seek redress for any alleged violation of this Agreement by filing a complaint with CNCS, in addition to any other legal remedies available to them.

#### XV. REINSTATEMENT OF THE ACTION

If this Agreement is held to be void in its entirety by the final and unappealable judgment of any court, CNCS will not object to reinstatement of the complaint in the same status and forum as it was pending as of the date the Parties formally entered into settlement negotiations on January 24, 2018. Should the action be reinstated, the Parties will retain all claims, arguments, and defenses that have been or might later be asserted in this case, and nothing in this Agreement shall be raised or construed by either Party to defeat or limit any claims, arguments, or defenses of the other Party.

#### XVI. INTERPRETATION, ENFORCEMENT, AND MISCELLANEOUS TERMS

- A. **Binding Effect.** This Agreement shall be binding upon the Parties and inure to the benefit of, the Parties, their spouses, children, representatives, heirs, administrators, executors, beneficiaries, conservators, attorneys and assigns.
- B. **Legal Challenges.** Should any person challenge the validity of this Agreement in any court, the parties agree to work cooperatively to defend its validity.

  
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- C. **Severability.** If any provision of this Agreement is held by any court to be void, voidable, unlawful or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- D. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties with regard to the subject matter contained herein, and all prior and contemporaneous negotiations and understandings between the Parties shall be deemed merged into this Agreement. The terms of this Settlement Agreement also include the terms set forth in the attached Exhibits, which are incorporated by reference as though fully set forth herein. The Exhibits to this Settlement Agreement are an integral part of the Settlement Agreement.
- E. **Modification.** This Agreement may be modified only by a written instrument signed by the parties or their authorized legal representatives.
- F. **Governing Law.** This Agreement shall in all respects be interpreted, enforced and governed by and under the law applicable to the District of Columbia, without regard to choice of law principles, except to the extent that the law of the United States governs any matter set forth herein, in which case such federal law shall govern.
- G. **Counterparts.** The Parties may execute this Agreement in counterparts, and execution in counterparts shall have the same force and effect as if all Parties had signed the same instrument.
- H. **Construction.** The Parties believe that the terms of this Settlement Agreement are a fair, reasonable, and adequate settlement of this Action and have arrived at this Settlement in arm's length negotiations and with the assistance of a professional mediator, taking into account relevant factors, present and potential. This Settlement Agreement has been drafted jointly by counsel for the Parties. Hence, in any construction or interpretation of this Settlement Agreement, the same shall not be construed against any of the Parties. Should any requirement to fulfill a certain task by a certain date fall on a weekend or federal holiday, it shall be construed to mean the following business day.
- I. **Titles and Captions of No Force.** Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any of its provisions.

  
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- J. **Defenses.** Nothing in this Agreement shall be deemed to waive CNCS' objections and defenses to liability or to Complainant or the Eligible Settlement Class' entitlement to monetary or equitable relief, or any other issues in litigation. If this Agreement is deemed null and void, it shall not be citable or admissible in any judicial administrative or arbitral proceeding for any purpose or with respect to any issue, substantive or procedural, including, but not limited to, any issue regarding the propriety of class certification, liability or entitlement to monetary or equitable relief, or any other issue in the litigation.
- K. **Confidential Documents.** Class Counsel will use their best efforts to ensure that any and all confidential data and documents produced by CNCS in the course of settlement discussions that were provided to Class Members or expert witnesses are returned, destroyed, or deleted by such Class Members or expert witnesses. Class Counsel will handle, delete and destroy any confidential documents produced by CNCS in the course of settlement discussions in accordance with their regular business practice and policies.
- L. **Enforcement of Agreement.** Nothing herein shall be interpreted to preclude CNCS or Class Counsel from seeking attorneys' fees, expenses, and costs incurred in litigating disputes arising from the enforcement of this Agreement.
- M. **Authority to Bind.** The individuals signing below represent that they have full legal authority to bind the parties they represent. Counsel for all Parties warrant and represent that they are expressly authorized by the Class Representative and CNCS to negotiate this Settlement Agreement and to take all appropriate actions required or permitted to be taken by such Parties pursuant to this Settlement Agreement to effectuate the terms hereof, and to execute any other documents required to effectuate the terms of this Settlement Agreement. The Parties and their respective counsel will cooperate with each other and use their best efforts to effect the implementation of the terms of the Settlement Agreement.

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IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Agreement on the dates shown below.

Dated: 8/19, 2019

SUSIE BALCOM, on her own behalf and on behalf of the class she represents

Susie Balcom

Dated: \_\_\_\_\_, 2019

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE

By: \_\_\_\_\_

Dated: 8/19, 2019

AMERICAN CIVIL LIBERTIES UNION FOUNDATION

By: [Signature]

Dated: 8/19, 2019

AMERICAN CIVIL LIBERTIES UNION FOUNDATION OF D.C.

By: [Signature]

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## **Exhibit A**

# Corporation for National and Community Service

NationalService.gov



## HEALTH ASSESSMENT PLANNING POLICY AND OPERATIONAL INSTRUCTIONS

**Policy Number:** TBD

**Effective Date:** August 19, 2019

**Revision Number:** 1

**Subject:** National Civilian Community Corps (NCCC) Health Assessment & Planning Policy

**Purpose:** This policy statement describes NCCC's health assessment and planning policy and review process for NCCC candidates, and for qualified NCCC candidates who request a reasonable accommodation to serve.

**Covered Personnel:** This policy applies to NCCC staff with specific responsibilities under these procedures that includes Health Unit staff members and the Accommodations Team members that work collaboratively with NCCC candidates to determine their health care needs, and develop a reasonable accommodation for qualified candidates to help ensure they are able to successfully serve.

**Governing Authority:** This policy is pursuant to the Rehabilitation Act of 1973, 29 U.S.C. §§ 701-799, the Privacy Act of 1974, 5 U.S.C. § 552a, National and Community Service Act of 1990, 42 U.S.C. § 12615(b), 45 C.F.R. § 1214.101 et seq. and any other appropriate and applicable federal law, regulation or policy.

### Appendix:

- Health Assessment and Planning Form
- Request for Reasonable Accommodation Form
- Health Assessment Determination Form with Individualized Reasonable Accommodation Plan Form
- Authorization for Conversation with Health Care Provider Form
- Follow up with Health Care Provider Form

**Policies Retired:** None

**Originating Office:** Office of the Director, NCCC

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**Approved By:**

**NCCC Director**

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## **I. The Health Assessment and Planning Policy**

NCCC is committed to providing qualified NCCC candidates the greatest opportunity to join NCCC AmeriCorps' team-based community and national service programs. To ensure successful service, NCCC conducts a health assessment to help members of the AmeriCorps NCCC Health Unit ensure that candidates are able to perform the core functions of service, with or without reasonable accommodations. The health assessment is also used to assist AmeriCorps NCCC with identifying any reasonable accommodation that a candidate may need while in the service program, and to discuss health care planning for conditions outside of the NCCC health benefit.

AmeriCorps NCCC does not have blanket rules that exclude candidates with particular health conditions or disabilities. AmeriCorps NCCC welcomes qualified individuals with disabilities into the service program. The agency will not tolerate discrimination on the basis of race, color, sex, religion, national origin, gender identification, age, disability, or genetic information in assessing a candidate's ability to serve. The agency will make a reasonable accommodation to a known disability of a qualified candidate if it will not impose an undue hardship on the operations of the NCCC campus or program.

## **II. Background and Health Assessment & Planning**

A candidate for the AmeriCorps NCCC service program must be medically qualified for service with or without a reasonable accommodation. AmeriCorps NCCC must consider reasonable accommodations for disabilities in determining whether a candidate is medically qualified. To be medically qualified, the candidate must be able to perform the core functions of service, with or without reasonable accommodation.

To ensure the safety and well-being of all members, and to assist each candidate's successful completion of the service program, the agency must be aware of certain relevant health condition(s) of the candidate in order to determine whether it can include the candidate in the program and what reasonable accommodations should be provided. NCCC collects health information from candidates by using the Health Assessment and Planning Form (HAP Form). NCCC will send the HAP Form only to those candidates who have been sent a conditional offer to join the AmeriCorps NCCC service program. Once the candidate completes the HAP Form, the candidate must send the HAP Form and any supporting documents to the NCCC Health Unit for assessment.

In rare circumstances, the health professionals in the Health Unit and the Accommodations Team may determine, after a careful assessment and a collaborative interactive process with each candidate using the Health Assessment Determination Form, that a small percentage of candidates cannot perform the core functions of service, with or without accommodations. A candidate may have complex, persistent or recurring medical, mental health, oral health, and/or substance abuse health care needs that interfere with their ability to carry out core functions, even with accommodation. A candidate may require health care services and/or management that are beyond NCCC's capacity to provide.

## **III. The Core Functions of the Service Member**

To successfully serve as a NCCC service member, candidates must be able to do or perform the following core functions:

1. Participants must be able to deploy to various locations in the United States, and its ocean territories, and be flexible and adaptable to sudden and unexpected changes. These deployments may require participants to pack quickly (within three hours), and travel for several days to the site in a small van.
2. Participants must be able to work outside of traditional work hours, including work on weekends.
3. Participants must be able to live in a mixed gender communal setting in a shared living space. This may include rustic living conditions such as camping or sleeping on the floor and sharing one bathroom with the entire team of people of all genders for the entire length of the project. It also may include participating in the upkeep of the shared living space, and living with limited resources and technology (lack of telephones, cell phone service, computers, etc.)
4. Participants must work collaboratively in a team-based environment, which includes considering team needs and values at all times. Participants in AmeriCorps NCCC must commit to interacting with others in a professional manner and have an ability and desire to implement or learn how to implement this core function. In this program, interacting with others in a professional manner includes: accepting supervision from team leaders, peers, and others; expressing one's needs and being supportive of the needs of others; developing healthy relationships with other people from diverse backgrounds; managing and coping effectively in high-stress environments; engaging in effective conflict resolution and problem-solving, which includes the appropriate management of anger; and accepting consequences for one's own behavior.
5. Participants must be able to operate basic hand tools with appropriate training and supervision, without endangering themselves and others, except where a reasonable accommodation can be provided. Individuals who are not able to operate hand tools due to a physical or mental condition may be paired with other team members who can perform this function as a reasonable accommodation.
6. Participants must comply with the rules and regulations outlined in the NCCC Member handbook and the campus code of conduct. Participants must be drug-free and submit to random drug testing.
7. Participants must take responsibility for completing additional team roles and duties outside of the direct team service responsibilities.
8. Participants must take responsibility for completing up to 80 hours of independent service outside the normal duty hours.
9. Participants must be able to follow directions and instructions.

#### **IV. The Health Unit and Accommodations Team**

NCCC employs or contracts with qualified licensed or certified health professionals to conduct individualized health assessment planning and determinations. The health assessment determinations will be carried out by health professionals in the NCCC Health Unit, composed of qualified licensed/certified health professionals only, in consultation with the Deputy Director or their designee and the regional directors or their designee(s). Those professionals employed or subcontracted by CNCS may include but are not limited to: a lead screening nurse (RN), a mental health specialist (LPC, NCC), registered nurses, and dentists. This group has a significant role in determining whether, in a given NCCC service setting, a candidate is medically qualified to serve in the program, with or without accommodations. Where relevant to this assessment, the health professionals in the Health Unit may review a candidate's ability to meet their health care needs during the program using the candidate's own resources, or the basic health services that NCCC provides, and any accommodations. In some cases, it may be necessary to consult with an outside specialist with expertise in the particular medical condition or disability and its effects. The Accommodations Team includes members of the Health Unit or others who are best positioned to complete the initial assessment and health review and the Request for Accommodation and the NCCC Director of Operations. Where needed, members of the Health Unit and the Accommodations Team will work in consultation with each other to determine and provide appropriate accommodations.

## **V. The Components of the Health Assessment and Planning Process**

Once a candidate has submitted the Health Assessment and Planning (HAP) form to the NCCC member unit, a program assistant will review the HAP Form to determine whether the candidate has responded affirmatively to any of the medical questions on the form. If a candidate has responded affirmatively, the Lead Screening Nurse or assigned health professional within the NCCC Health Unit will follow up with the individual. If the candidate did not answer affirmatively to any of the health assessment questions, the candidate will be processed for placement.

### **Step 1 -- Initial Assessment:**

The Lead Screening Nurse will review the HAP Form and make a determination about whether the candidate will require follow up and a discussion about their responses on the form. For candidates that do not require any additional follow up, the medical assessment process is complete. The lead screening nurse will determine the appropriate health professional, based on their specialty, that will contact the candidate based on the information submitted by the candidate on the HAP Form. If the Lead Screening Nurse determines, based on the HAP Form, that the candidate has a medical condition that requires advance health planning or could interfere with the candidate's ability to perform the core functions of service, with or without a reasonable accommodation, the assigned health professional in the Health Unit will proceed to Step 2 - Information Gathering.

Health professionals in the Health Unit will take into account a candidate's recent past record of success in school, work, or other related activities and endeavors to weigh in favor of a determination that a candidate is qualified to serve.

## **Step 2 – Information-Gathering:**

A health professional in the Health Unit may request additional information to determine the candidate's needs if the HAP Form indicates that the candidate: (1) may not be qualified to serve, with or without a reasonable accommodation, (2) may require accommodation, or (3) may need health care services outside of the NCCC benefit. The health professional may ask the candidate to provide additional medical information or medical verification including by having the candidate sign the Follow Up With Health Care Provider Form or the Authorization for Conversation with Health Care Provider Form to grant the assigned medical professional in the NCCC Health Unit permission to speak to their medical provider(s). Medical verification is a process by which a candidate verifies their disability or need for accommodation with medical documentation. The health professional will document any communication with medical providers or attempt(s) to contact medical providers.

Generally, it will not be necessary for the Health Unit to request that a candidate provide portions of their medical records. Such a request might occur in finite circumstances such as: there is a need to review immunization records; or there is a need for medical verification for a request for accommodation, but the candidate is unable to provide medical verification, and a treating health care provider is not available to provide the needed information through another form of communication.

## **Step 3 – Candidate Health Planning:**

The assigned medical professional in the Health Unit will use the HAP Form, any medical verification, and/or supporting health documents to continue the collaborative interactive process with the candidate to discuss a reasonable accommodation. The interview step of this process will be guided by and documented on the Health Assessment Determination Form. The assigned medical professional in the Health Unit will discuss any functional limitations or health care needs of the service candidate that would interfere with performing the core functions of service, may require accommodation, or may need health care services outside of the provided NCCC health benefit.

Through the collaborative interactive process, the candidate and the assigned medical professional may determine that a reasonable accommodation is necessary for the candidate to successfully serve in the program. The assigned medical professional will also discuss possible alternative reasonable accommodations with the service candidate. The Health Assessment Determination Form provides a non-exhaustive list of appropriate accommodations to discuss with the candidate, based on the candidate's functional limitation(s). The assigned medical professional in the Health Unit may also consult the Job Accommodations Network, <https://askjan.org/>, for guidance on the interactive accommodation process and examples of reasonable accommodations organized by type of limitations.

If the candidate and the assigned medical professional identify appropriate reasonable accommodation(s), the candidate will complete the Request for Reasonable Accommodation form. The assigned medical professional who conducted the initial health assessment should evaluate whether the candidate is qualified to serve, with or without the accommodation. If the assigned medical professional is uncertain on the viability of the requested reasonable

accommodation or makes a preliminary determination that it may be an undue hardship for NCCC to provide a requested accommodation for the candidate, the medical professional must submit the request for accommodation to the Accommodations Team.

The Accommodations Team will meet and determine if the request for accommodation can or cannot be granted. Once the determination is made, the Accommodations Team will send in writing its reasons for the determination with documented support to the Lead Screening Nurse or assigned medical professional, detailing how the accommodation request will be met or the reason the request was denied. This information will be documented in Questions 15 through 18 on the Health Assessment Determination Form. Once an accommodation is approved, the assigned medical professional will complete the Individualized Reasonable Accommodation Plan Form attached to the Health Assessment Determination Form.

The Lead Screening Nurse or the assigned member of the Health Unit who previously communicated with the candidate will determine whether or not the candidate is qualified to serve, with or without accommodation, and inform the candidate in writing of the determination.

If the candidate is denied the opportunity to serve or a reasonable accommodation, the candidate will receive in writing the reasons for the denial and has a right to appeal such a determination within 10 calendar days to the NCCC National Director. On appeal, the candidate is entitled to present information in writing or by phone regarding their ability to serve, with or without accommodation, or the reasons that accommodation should be provided.

## **VI. Authorization to Use Health Information**

Federal law prohibits NCCC from using or disclosing personal health information, unless the agency has received written authorization from the candidate or service member to share the information with others, or it is part of the routine uses in the system of records notice. The following is a list of various ways in which this information may be shared:

- a. Health information is shared with members of the Health Unit so that they may complete the health assessment and planning process.
- b. Information relevant to a request for reasonable accommodation may be shared with the members of the Accommodations Team for an evaluation of viability.
- c. Information about physical and mental health, including any recommended accommodations or modifications may be shared with the key NCCC staff only to the extent that the health condition(s) may impact operations or other members.
- d. As needed to implement an accommodation or to maintain health and safety, unit leadership may be informed about an individual's accommodations.



- e. Dietary needs, food allergies, and diabetes management may be shared with unit leadership, team leaders, and/or health professionals as needed to avoid medical emergencies and to meet dietary needs.
- f. If the Health Unit grants reasonable accommodation(s) which require medication schedules or refrigeration for medication, such information may be shared with unit leadership and team leaders with a need to know to assist in providing healthcare support and management.
- g. Health information may be shared with others with the member's consent or as required under the Privacy Act and/or the agency's system of records notice.

## **VII. Privacy Statement**

Any medical, health, or disability-related information that NCCC obtains from a NCCC candidate or service member shall be handled with care and protected and safeguarded against unauthorized disclosure in accordance with the Privacy Act of 1974 and CNCS Privacy Policy. All medical, health and disability information is restricted to members of the Health Unit or others with a need to know, and will be maintained and stored and secured in separate files from applicant and member service files.

## **VIII. Definitions**

**Candidate:** an applicant who has been invited to become an NCCC member, conditional upon the successful completion of the Health Assessment & Planning process.

**Accommodations Team:** includes health professionals of the Health Unit or other management officials who are best positioned to help complete the initial assessment and health review any request for accommodation, including NCCC Director of Operations.

**Health Unit:** includes specialized nurses that includes mental health and medical specialties and medical contractors and those NCCC staff members with a need to know and the qualifications to assist in conducting the assessment and review. The Health Unit members may vary on a case-by-case basis.

**Program Associate:** a NCCC staff member tasked with administrative management of candidates' applications in a particular region.

## **Exhibit B**



## CORPORATION FOR NATIONAL AND COMMUNITY SERVICE NATIONAL CIVILIAN COMMUNITY CORPS

### HEALTH ASSESSMENT AND PLANNING FORM

The purpose of this Health Assessment and Planning Form is to help the AmeriCorps NCCC medical team assess your health and medical needs for AmeriCorps NCCC service. AmeriCorps NCCC does not have blanket rules that exclude candidates with particular health conditions or disabilities. Each candidate will receive an individualized health assessment of his or her medical condition(s) to determine whether the candidate is qualified to serve, and to assist us in the assessment of whether AmeriCorps NCCC can meet the health care needs of applicants.

If you have a physical or mental health condition or a disability that requires a reasonable accommodation<sup>1</sup> to enable you to serve, AmeriCorps NCCC will do its best to make an accommodation and/or a modification that you may need to help you to serve. In the rare occurrence that AmeriCorps NCCC is unable to provide a health plan to help you successfully serve, you will be notified in writing, explaining the basis for the decision, and you will have the opportunity to appeal the decision and to re-apply to serve.

**Privacy Act Statement:** This statement is provided pursuant to the Privacy Act of 1974, 5 USC § 552a and the CNCS' privacy policy.

**Authority:** National and Community Service Act of 1990, 42 U.S.C. § 12615(b).

**Purpose:** To determine the health and accommodation/modification needs of the applicant who has been invited to become a NCCC service member, to obtain and verify consent for required routine medical assessments and/or consent to receive basic healthcare services, and to determine whether an otherwise-eligible applicant requires a reasonable accommodation for service. Your disclosure of information and authorizations on this form are voluntary; however, your failure to provide this information will result in the rejection of your application to become a service member. All medical disability-related or other information obtained in this health form will be collected and maintained separately from other information regarding your application and will be kept strictly confidential.

**Routine Uses:** This information may be used for the purposes described in the Privacy Act, 5 U.S.C. § 552a, including the routine uses listed in the agency's system of records notice and may be forwarded to Federal, State, or local law enforcement agencies for their use. Use of the information collected on this form is restricted to the purposes cited in this privacy statement, unless the disclosure is otherwise permitted under the Privacy Act. For a full list of routine uses, please visit [www.nationalservice.gov/privacy](http://www.nationalservice.gov/privacy).

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<sup>1</sup> The term "reasonable modification" as used in 45 C.F.R. § 1214.101 et seq. and other applicable federal laws, regulations, or policies means the same as the term "reasonable accommodation" in this document.

## Health Assessment & Planning Form

### INSTRUCTIONS:

To become an AmeriCorps NCCC service member, you are required to submit a complete and accurate Health Assessment and Planning Form to help us assess your medical needs, plan for appropriate health care, and to assist us with identifying the kind of medical support or reasonable accommodations that you may need while you are in the service program. We welcome individuals with disabilities, with or without accommodations, into our program based on an individualized assessment.

AmeriCorps NCCC requires its participants to be able to perform duties and responsibilities that coincide with core functions and that may sometimes require intense physical or mental demands.

AmeriCorps NCCC requires a health assessment for two reasons:

(1) to ensure that you are able to perform the core functions, with or without reasonable accommodations<sup>2</sup>; and

(2) to ensure that you receive any reasonable modifications you need, including a placement that best meets any health needs you may have. (For example, if you take medication that requires refrigeration, we would want to ensure that your placement includes reliable access to electricity.)

You are required to complete all of the questions in the Health Assessment and Planning Form. It is critical that candidates provide complete and accurate information throughout the health assessment and planning process so that AmeriCorps NCCC can make appropriate selections and to ensure that we are capable of providing appropriate and necessary accommodations.

The medical assessment team will review your form and may set up a time to discuss your answers. The medical team may also want to contact your treating health care provider, with your permission, to assist us in determining what may be most helpful for you.

### Health Assessment Form

**Core Function #1:** Participants in AmeriCorps NCCC must be able to deploy to various locations in the United States and its ocean territories, and must be flexible and adaptable to sudden and unexpected changes. These deployments may require participants to pack quickly (within 3 hours), and travel for several days to the site in a small van.

**Relationship to the Health Assessment:** Some deployments may not be a good fit for some health conditions. For example, a person with asthma may not be able to work in an area

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<sup>2</sup> Reasonable accommodations may include a wide range of adjustments that we may consider, including modifications to assignments, or our facilities, to include and support the service member.

affected by wildfires. Further, sudden and unexpected changes may disrupt regular health care without planning. A person who requires regular access to a health care provider or a pharmacy may need to have a contingency plan in place to ensure that his or her health care needs are met. For example, a person who takes an antidepressant may need to arrange for the delivery by mail of a three-month supply of medication. A person who sees a therapist regularly may need to arrange for phone appointments. In some cases, a person who needs a lot of day-to-day stability given their health condition may not presently be a good fit with the AmeriCorps NCCC program. For example, depending upon the medical advice of the treating professional, a person who just got out of an in-patient treatment program may not be able to manage sudden and unexpected changes.

- a) Do you need accessible buildings and routes because you use a wheelchair or have another mobility disability?  Yes  No
  
- b) Do you have a physical or mental condition that requires significant ongoing health care management? A physical or mental condition includes any medical or mental health condition or any substance use disorder. Significant ongoing health care management could mean periodic hospitalizations, frequent medication adjustments, daily dialysis, periodic chemotherapy, hourly medication, multiple emergency interventions, or daily behavioral monitoring.  Yes  No

If you answered yes, describe the significant ongoing health care management you require.

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- c) Do you need to visit a health care provider regularly during your placement? A health care provider could be a doctor, nurse, therapist, or another type of provider.  Yes  No

If yes, how often do you need to visit a health care provider? \_\_\_\_\_

- d) Do you need to receive medicine or other treatments from a pharmacy during your placement?  Yes  No

If yes, how often do you need to receive medicine or other treatments from a pharmacy?  
\_\_\_\_\_

- e) Some people need help with daily personal care. This can mean physical help or reminders. "Daily personal care" includes activities like bathing, toileting, dressing, and brushing your teeth. Do you need help with daily personal care?  Yes  No

- f) In the last year, have you been to the emergency room two or more times? This includes going to the emergency room for any reason, including medical, mental health, oral



health, and/or substance use.  Yes  No

- g) In the last year, have you been admitted to a hospital one or more times?  Yes  No
- h) NCCC projects exist all over the United States and its territories (like Puerto Rico and Samoa). Participants can spend several weeks or months in a place. Do you have a physical or mental condition that would make it unsafe or difficult to adapt or learn?  Yes  No
- i) Within the past year, has your treating health care professional advised you to avoid high stimulus environments or activities that may be disruptive to your activities of daily living?  Yes  No
- j) Are you unable to pack your belongings and leave a community on short notice (for example, within three hours)?  Yes  No
- k) Are you unable to be in tight or confined spaces for long periods of time (for example, small tents for days)?  Yes  No
- l) Are you unable to be in a small van for several days with your team as you travel to your service site?  Yes  No

If you have a condition that makes it unsafe or difficult for you to go to certain places, what kinds of places are not okay for you?

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**Core Function #2:** Participants in AmeriCorps NCCC must be able to work outside of traditional work hours, including work on weekends.

**Relationship to the Health Assessment:** A person who, because of a physical or mental condition, can only work very sporadically, or can only work a very regular schedule, may not be qualified to be a participant in AmeriCorps NCCC.

- a) Are you unable to serve eight hours a day, five days a week?  Yes  No
- b) Are you unable to serve longer than eight hours a day and more than five days per week when needed?  Yes  No

**Core Function #3:** Participants in AmeriCorps NCCC must be able to live in a mixed gender communal setting in a shared living space. This may include rustic living conditions such as camping or sleeping on the floor and sharing one bathroom with the entire team of people of all genders for the entire length of the project. It also may include places with limited resources and technology (lack of telephones, cell phone service, computers, etc.), and may include

participating in the upkeep of the shared living space.

**Relationship to the Health Assessment:** A person with a mobility disability may not be able to sleep on the floor, though we can usually provide wheelchair-accessible cots if notified ahead of time. A person with certain health conditions may require a private bathroom. Some further examples may include, depending upon the symptoms, a person with active Crohn's disease may not be able to wait to use a shared bathroom with a team of other individuals. A person who takes certain types of prescription medications may need access to a refrigerator and a reliable power source. A person who uses a CPAP machine or another electronically powered medical device may need a reliable power source.

- a) Are you unable to sleep on the floor?  Yes  No
- b) Are you unable to share a bathroom with a team of other people?  Yes  No
- c) Do you have a medical need for a placement with electricity? (For example, some people need to keep medication in the refrigerator. Some people use medical devices that use electricity.)  Yes  No
- d) For some projects, participants may not have internet or phone access for up to 8 weeks. Would you be unable to participate in such an assignment due to any mental or physical condition?  Yes  No
- e) Do you have any mental or physical condition that currently prevents you from living harmoniously with other people in a shared space or group setting? (For example, some people with disruptive sleep patterns, eating disorders, or habitual self-cutting or self-injury behaviors might not be able to currently live peacefully with others.)  
 Yes  No

**Core Functions #4:** Participants in AmeriCorps NCCC must work collaboratively in a team-based environment, which includes considering team needs and values at all times. Participants in AmeriCorps NCCC must commit to interacting with others in a professional manner, and have an ability and desire to implement or learn how to implement this function. In this program, interacting with others in a professional manner includes: accepting supervision from team leaders, peers, and others; expressing one's needs and being supportive of the needs of others; developing healthy relationships with other people from diverse backgrounds; managing and coping effectively in high stress environments; engaging in effective conflict resolution and problem-solving, which includes the appropriate management of anger; and accepting consequences for one's own behavior.

**Relationship to the Health Assessment:** Individuals who cannot adequately control their behavior because of mental or physical conditions may not be able to work collaboratively in a team-based environment, or commit to professional interactions.

- a) Do you have a mental or physical condition, which may include a condition that causes panic attacks or distress, that currently stops you from working together with peers or

interacting with people in a professional way?  Yes  No

- b) Do you have problems with impulse control, like damaging property or having explosive reactions to other people?  Yes  No
- c) In the past year, have you made any suicide attempt or have you been involuntarily hospitalized because you wanted to harm yourself or others?  Yes  No
- d) Are you unable to communicate about the stressors in your life and are you unable to engage in problem solving about those stressors with the help of others?  Yes  No

**Core Function #5:** Participants in AmeriCorps NCCC, or at least certain team members, must operate basic hand tools with appropriate training and supervision without endangering themselves or others.

**Relationship to the Health Assessment:** Individuals with certain physical conditions are not able to operate hand tools, and may need to be paired with other team members who can perform this function.

- a) Are you unable to use hand tools safely (with training and supervision)?  Yes  No
- b) Are you unable to bend, twist, lift, or do other repetitive movements on a regular basis?  Yes  No

**Core Functions #6:** Participants in AmeriCorps NCCC must comply with the rules and regulations outlined in the NCCC Member handbook and the campus code of conduct. Participants must be drug-free and submit to random drug testing.

**Relationship to the Health Assessment:** Individuals with recent violations of the law or other rules, or recent inpatient drug or alcohol treatment, may not be able to comply with the AmeriCorps NCCC code of conduct, including being drug-free.

- a) In the past year, have you been arrested because of drug use, alcohol use, or a combination of both?  Yes  No
- b) In the past year, have you had inpatient or intensive outpatient treatment for drug or alcohol use?  Yes  No
- c) Would it be difficult for you to be drug-free for the entire 10-12 months of your AmeriCorps NCCC service?  Yes  No
- d) Will you need medical treatment or professional support to help manage a substance use disorder, including alcohol dependence, for the duration of your service?  Yes  No

**Core Functions #7:** Participants in AmeriCorps NCCC must take responsibility for completing additional team roles and duties outside of the direct team service responsibilities. Participants

must take responsibility for completing up to 80 hours of independent service outside the normal duty hours.

**Relationship to the Health Assessment:** Some individuals may require support for these functions due to health conditions such as ADD/ADHD or executive processing impairments.

a) Do you need reminders or help to serve independently?  Yes  No

**Core Function #8:** Participants in AmeriCorps NCCC must be able to follow directions and instructions.

**Relationship to Health Assessment:** Individuals who are deaf, hard of hearing, blind, or who have other conditions interfering with written and oral communications and supervision may need modification to ensure communication access.

a) Do you need any technology, aids, or services to help you in communicating because you are deaf or hard of hearing? These could include sign language interpreters (in person or by video), real-time captioning, or a loop or amplifying device for meetings.  
 Yes  No

b) Do you need changes in communication to follow instructions or directions because you are blind or have a visual disability? These could include materials in large print, electronic formats, or Braille, or a reader.  Yes  No

c) Do you have any difficulty with remembering, concentrating, making choices, or solving problems that stops you from finishing tasks on time or following directions?  
 Yes  No

**Limited health coverage.**

AmeriCorps NCCC only provides limited health coverage, as described at <https://www.nationalservice.gov/programs/ameri-corps/ameri-corps-programs/ameri-corps-nccc/member-benefits>.

Do you think that you may need medical or mental health care for a physical or mental condition that is not covered by AmeriCorps' health care?  Yes  No

If yes, what is your plan to get care during your term of service?

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**Did we miss anything?**

We want everyone who serves in AmeriCorps to be comfortable as part of a team and to be able to do their best work. Is there some other support or change that AmeriCorps could provide to

assist you with a physical or mental health condition that would help your experience be as successful as possible?

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## **Exhibit C**

CORPORATION FOR NATIONAL AND COMMUNITY SERVICE  
**HEALTH ASSESSMENT DETERMINATION**

NCCC Health Unit

August 2019

## **Introduction**

A candidate who seeks to participate in the AmeriCorps NCCC service program must be medically qualified to serve in the program. AmeriCorps NCCC must consider a candidate's request for a reasonable accommodation(s) based on their disability(ies) to determine whether a candidate is medically qualified to serve. To be medically qualified, the candidate must be able to perform the core functions of service, with or without a reasonable accommodation. All candidates must have a health plan that meets their own necessary or appropriate health care(needs?) while they serve in the service program. AmeriCorps NCCC provides only basic health care for service members. A candidate must not pose a direct threat, i.e. a significant risk, to the health and safety of themselves or others that cannot be eliminated by a reasonable accommodation that may include but is not limited to: removal of an architectural or transportation barrier(s), communication enhancements, or the use or provision of auxiliary aids or services. In rare circumstances, NCCC will determine that a candidate is not qualified to serve, with or without accommodations.

The Health Assessment and Determination form will help to provide additional information and guidance to the AmeriCorps NCCC Health Unit to assist them in determining whether a candidate is medically qualified to perform the core functions of service. The health assessment determinations will be carried out by the Lead Screening Nurse or other assigned and qualified licensed/certified health professionals only, in consultation with the Director of Operations or their designee(s) and the regional directors or their designee(s). Those health professionals employed or subcontracted by CNCS may include nurses, physicians, mental health consultants, and dentists. This group has a significant role in determining whether, in a given NCCC service project or setting, a candidate is medically qualified to serve. In some cases, it may be necessary to consult with an outside specialist with expertise in the particular medical condition or disability and its effects. NCCC has created an Accommodations Team to assess and determine certain requests for accommodations. If the Lead Screening Nurse or another assigned health professional in the NCCC Health Unit determines that a candidate is not medically qualified for service, or if the Accommodations Team determines that a candidate is not entitled to a requested accommodation, the candidate has a right to appeal the determination to the Director of NCCC. The Health Assessment and Planning Policy describes in detail the health assessment process for NCCC candidates.

## **Instructions**

AmeriCorps NCCC is committed to providing reasonable accommodations to candidates to ensure that service members with medical conditions or disabilities are able to perform the core functions and successfully serve with AmeriCorps' different service assignments and projects. As a NCCC health professional, you serve an important role in determining whether, as a matter of your professional judgment, a candidate is medically qualified to serve in the AmeriCorps NCCC program.

As part of your assessment process, you will receive the candidate's Health Assessment and Planning Form (HAP Form) and possibly several other medically related documents provided by the candidate. If a candidate indicates on their HAP form any of the following, you must conduct a more in-depth individualized review and assessment of their ability to perform and to serve in the AmeriCorps NCCC program:

- A request for a reasonable accommodation.
- The candidate indicates that he or she has a medical condition that requires medical planning or may require a reasonable accommodation.
- Within the past year, the candidate has had two or more emergency room visits or one or more hospitalizations for medical, mental health, oral health, and/or substance abuse reasons.
- The candidate has a medical, mental health, extensive untreated oral health, and/or a substance abuse condition that would require significant ongoing health care management (for example, periodic hospitalizations, frequent medication adjustments, daily dialysis, periodic chemotherapy, hourly medication, frequent emergency interventions, daily behavioral monitoring, or daily assistance with activities of daily living).

- The candidate has not successfully performed in a similar academic, work, or group environment in the past year due to his or her medical condition.
- A candidate is in treatment for a condition that is not in the scope of the NCCC health benefit, and the individual does not have a plan for accessing needed care through other health benefits.

## **Elements of the Review and Assessment Process**

Your review and individualized assessment process should, at a minimum, be comprised of the following elements, using your professional judgment:

1. A review with the candidate of the specific health or medical condition(s) that the candidate disclosed on the HAP Form.
2. A review of any medical verification or health documentation already in the candidate's medical file.
3. A request to the candidate for additional recent health or medical information if the HAP Form indicates that the candidate may be unable to meet a core function of the program to determine the candidate's health needs or requirements. Ask the candidate to provide additional medical verification of their health condition or disability or sign the Authorization for Conversation with Health Care Provider Form to grant the Lead Nurse or other assigned health professionals in the Health Unit permission to speak to the candidate's medical provider(s).
4. Interview the candidate via telephone to gather additional health or other information. Document the interview process and any additional medical verification that is provided on the attached form.
5. Document any communication that you have with a health care provider, and any attempts to contact the health care provider. (See Authorization for Conversation with Health Care Provider Form.)
6. Generally, it will not be necessary for the Lead Nurse or other assigned health professionals in the Health Unit to ask a candidate to provide portions of their medical records. Such a request might occur in limited circumstances where there is a need to review immunization records, or there is a need for medical verification for a request for accommodation, but the candidate is unable to provide medical verification, and a treating health care provider is not available to provide the needed information through another form of communication.
7. Identify any physical or mental functional limitations (specific symptoms/ behaviors/ limitations) or health care needs of the candidate that would interfere with the core functions of service.
8. Discuss with the candidate their need for an accommodation, and possibly other reasonable accommodations that will help them to perform the core service functions. Consult with other NCCC staff, such as the Director of Operations or their designee(s) and the regional directors or their designee(s) about reasonable accommodations.
9. Once the candidate and the health professional identify an appropriate accommodation(s), the health professional who conducted the initial health assessment should evaluate whether the candidate is qualified to serve, with or without the accommodation(s).
10. If the health professional is uncertain or makes a preliminary determination that it may be unlikely that AmeriCorps NCCC can provide a reasonable accommodation for the candidate, the health professional must submit the request for accommodation to the Accommodations Team. The Accommodations Team is responsible for making the final determination, subject to appeal to the NCCC Director, as to whether AmeriCorps NCCC can provide a reasonable accommodation to the candidate.
11. If the Accommodations Team rejects the candidate's requested accommodation, the candidate has a right to appeal the determination to the NCCC Director.
12. If the Lead Screening nurse or the assigned medical professional determines that the candidate is not medically qualified to serve, with or without reasonable accommodation, the candidate has the right to appeal the determination to the NCCC Director.

13. Under circumstances when a candidate requires ongoing medical services or treatment for a chronic health condition, and you have additional questions or concerns regarding whether the candidate's condition is sufficiently stable for the candidate to meet the rigors of the program and core functions of service, with or without reasonable accommodation, you may request that the candidate provide more information using the Follow Up Request for Information from Health Care Provider form.

# HEALTH ASSESSMENT DETERMINATION FORM

## Instructions

To determine whether the candidate is qualified to serve, with or without a reasonable accommodation, you must use this Health Assessment Determination Form to help you conduct an individualized assessment.

Please respond to each question below accordingly, and fully document your assessment process.

<b>1. Is the applicant applying for a candidate or team leader candidate position?</b> <input type="checkbox"/> Candidate <input type="checkbox"/> Team Leader Candidate	
<b>2. Name of Candidate</b>	<b>3. Primary Telephone Number</b>
<b>4. Address</b>	<b>5. Alternate Telephone Number</b>
<b>6. Based on your review of the candidate's Health Assessment and Planning (HAP) Form, indicate the reason you will conduct a health review and assessment determination (select all that apply)</b>  <b>CANDIDATE'S HAP FORM INDICATES:</b>  <input type="checkbox"/> Candidate request for reasonable accommodation(s) ( <i>date of request:</i> _____)  <input type="checkbox"/> Candidate has a medical condition that requires medical planning or may require a reasonable accommodation.  <input type="checkbox"/> Within the past year, the candidate has had two or more emergency room visits or one or more hospitalizations for medical, mental health, oral health, and/or substance abuse reasons.  <input type="checkbox"/> Candidate has had medical, mental health, extensive untreated oral health, and/or a substance abuse condition that would require significant health care management (for example, periodic hospitalizations, frequent medication adjustments, daily dialysis, periodic chemotherapy, hourly medication, repeated emergency interventions, regular behavioral monitoring, daily assistance with activities of daily living).  <input type="checkbox"/> Candidate has not successfully performed in a similar academic, work, or group environment in the past year due to his or her medical condition.  <input type="checkbox"/> Candidate is in treatment for a condition that may not be in the scope of the NCCC health benefit program, and the candidate does not have a plan for accessing their needed care through another health insurance plan.  <input type="checkbox"/> Other ( <i>explain</i> ): _____	

## Screening Interview Questions

This section outlines each of the recommended interview questions. The health professional must review and reference the HAP Form and seek clarification on any candidate response where the candidate indicates they may not or cannot meet the core functions of the AmeriCorps NCCC program.

1. On your HAP Form you indicated that you [refer to the question in which the candidate responded “yes”]. Can you tell me why you think you may not or can not [do that particular task or request] indicated on question(s) \_\_\_\_\_?

Candidate’s Response: \_\_\_\_\_

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2. During a placement, would it benefit you to have regular access to a health care provider to help monitor or treat any of your physical or mental health conditions? For example, would it benefit you to have regular access to a doctor, therapist, counselor, physiotherapist, or any other type of health care professional?

Candidate’s Response: \_\_\_\_\_

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If the candidate answers YES to this question during the interview, follow up by asking appropriate follow-up questions such as:

- a. Can you tell me more about what sort of access to a health care provider would benefit you?

Candidate’s Response: \_\_\_\_\_

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- b. How has this medical condition or disability impacted your work or school experience in the past year?

Candidate’s Response: \_\_\_\_\_

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3. Are there any accommodation(s) we could provide during your placement that would benefit you? Some examples of accommodations could include: providing a refrigerator and a reliable source of electricity to a person who takes medication that needs to be refrigerated; a person with a back injury may not be required to do heavy lifting or to operate heavy power tools, or may be provided suitable sleeping accommodations; regular access to a pharmacy or ability to re-stock medication via other methods when necessary; check-in meetings; or ability to connect with a doctor, therapist, or counselor



via telephone to treat a mental health condition such as depression, anxiety, or ADHD.

Candidate's Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If the candidate answers YES to this question in the interview, follow up by asking appropriate follow-up questions such as:

- a. Can you tell me more about how we can help you, such as what changes have helped you or have not helped you in the past?

Candidate's Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- b. Are there other changes you have made to your environment or activities that have helped you manage this medical condition or disability successfully in the past while working or while in school?

Candidate's Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4. If a person discloses disability-related difficulty with handling stress: Stress is an inevitable part of life, and more so in a new environment with fewer resources. How does stress manifest for you?

Candidate's Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Follow up by asking appropriate follow-up questions such as:

- a. What are some changes you make to your environment or activities that normally help you cope with stress?

Candidate's Response: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 5. Were additional questions asked of the candidate? If so, document the question(s) and the candidate's response(s). Use additional pages if necessary. Document if there were any discussions regarding medical treatment plans or the core functions of NCCC service.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Interviewer Recommendations:**

**Based on the responses to the questions above and other information provided by the candidate or his/her healthcare providers, do you recommend that the candidate serve in the AmeriCorps NCCC program, with or without a reasonable accommodation? \_\_\_\_ Yes \_\_\_\_ No**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

**Preliminary Determination**

**1. Does the candidate need or request a reasonable accommodation?**

Yes (*Describe the reasonable accommodation(s) you recommend and/or the candidate requested*)

\_\_\_\_\_

No

**2. Date the CNCS Health Unit received a request for accommodation or learned of a need for an accommodation: \_\_\_\_\_**

**3. Is medical verification required to substantiate that the candidate has a disability?**

*Note: You can request medical verification that a person has a disability, and that the disability necessitates a reasonable accommodation. If an impairment or the need for accommodation is obvious, or substantiating documentation is already on file, additional medical verification will not be required.*

Yes. *If yes, enter the date that CNCS requested that the candidate provide medical verification to support a request for reasonable accommodation: \_\_\_\_\_.*

No. *If No, explain why medical verification is not required: \_\_\_\_\_.*

**4. Does the medical verification indicate that the individual has a physical or mental impairment?**

Yes

No

**5. Does the medical verification indicate that the impairment substantially limits a major life activity?**

Yes  No

**6. Is the medical condition temporary or permanent?** (*Note: a temporary illness such as a cold or flu is not a disability. However, a short-term illness or impairment that causes severe limitations while it exists, has long term effect, or is a symptom of an underlying disabling condition may qualify as a disability.*)

Temporary  Permanent

*If the medical condition is temporary, what is the expected duration of the medical condition?*

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**7. Does the candidate have any medical restriction(s)?** (e.g., lifting restrictions)

Yes, describe: \_\_\_\_\_

No

**8. What core function(s), if any, will the candidate be unable to perform due to their medical restriction(s), condition, or disability, even with a reasonable accommodation?**

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**9. Will the candidate's request for accommodation enable the candidate to perform the core functions of the AmeriCorps NCCC service program?**

Yes (continue to question 11)

No (*If No, describe other potential accommodation(s) that would allow the candidate to perform the core functions of NCCC service. You may need to consult with other medical professionals to help identify potential accommodation(s).*)

Summarize the potential accommodation(s) discussed with AmeriCorps NCCC medical or other staff. This discussion may include accommodations that worked or did not work in prior related contexts. Include the names of the individuals involved in the discussion.

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**10. Based on the candidate's functional limitation(s), please check the appropriate accommodations below that you discussed with the candidate.** *Please note: This list is not all inclusive. These are suggestions for your use and you may need to consider functional limitations and accommodations beyond this list which can be entered in the "Other" section. Ask the candidate what accommodations worked for them in the past, and in what context; what accommodations have not worked for them in the past, and in what context; and what accommodations would be most effective in the context of an AmeriCorps NCCC placement. Consult <https://askjan.org/> for guidance on the interactive accommodation process and examples of reasonable accommodations organized by type of limitations.*

**Avoidance of group situations and settings:**

- Allow service member to arrive five minutes late for service and leave five minutes early  
 Yes  No
- Excuse service member from service member assemblies and group activities  
 Yes  No
- Identify a quiet area for service member to eat meals in or near eating area  
 Yes  No

**Difficulty coping with panic attacks:**

- Allow service member to designate a place to go when anxiety increases in order to practice relaxation techniques or contact supportive person  
 Yes  No
- Provide a flexible schedule to attend counseling and/or anxiety reduction group  
 Yes  No
- Allow service member to select most comfortable area for them to work within the work assignment  
 Yes  No
- Provide peer mentor to shore up support  
 Yes  No

**Difficulty handling change:**

- Provide a regular meeting with Team Leader to discuss upcoming changes and coping  
 Yes  No
- Maintain open communication between service member and new Team Leader  
 Yes  No
- Recognize that change in environment/staff may be difficult and provide additional support  
 Yes  No
- Provide a flexible schedule to attend counseling and/or an anxiety reduction group  
 Yes  No

**Difficulty managing stress:**

- Allow breaks as needed to practice stress reduction techniques

Yes  No

- Modify work assignment schedule as needed

Yes  No

- Identify support person in Health Unit and allow service member to reach out to that person as needed

Yes  No

- Provide a flexible schedule to attend counseling and/or an anxiety reduction group

Yes  No

**Uncontrolled symptoms/behaviors that interfere with functioning:**

- Alter training day to allow for treatment

Yes  No

- Allow access to health center outside of regular hours to monitor symptoms/ behaviors

Yes  No

- Reduce tasks and activities to not aggravate symptoms/behaviors

Yes  No

- Provide flexible schedule to attend counseling and/or anxiety reduction group

Yes  No

- Provide modified supervision such as more frequent check-ins or a plan for regular feedback and direction on behavior

Yes  No

**Difficulty Using Shared Bathrooms, Sleeping Quarters, or Other Living Spaces:**

- Provide placement on a campus that has a single-user bathroom

Yes  No

- Allow service member to have priority access to a bathroom to accommodate intestinal condition

Yes  No

- Allow service member to access private space when needed, such as a space to read at night without disturbing other people

Yes  No

- Allow service member to take breaks and/or have quiet time alone during designated periods of the day

Yes  No

- Provide flexible schedule to accommodate sleep deprivation

Yes  No

- Provide white noise machine to reduce sound at night

Yes  No

- Provide black-out shades to regulate light exposure at night

Yes  No

- Provide fan or other cooling device to regulate temperature at night

Yes  No

- Provide a flexible schedule to attend counseling and/or an anxiety reduction group in person, by phone, or by videoconference

Yes  No

**Deaf or hard of hearing:**

- Provide service member with a sign language interpreter

Yes  No

- Provide or allow service member to use a real-time captioning, loop, or amplifying device  
 Yes  No
- Provide service member Communication Access Realtime Translation (CART) services  
 Yes  No
- Provide service member with speech to text tablet allowing quick printing of spoken word (only for candidates fully fluent in written English)  
 Yes  No

**Blindness or vision impairment:**

- Provide service member with a sighted guide for travel or new assignments  
 Yes  No
- Allow service member to use a service animal  
 Yes  No
- Provide materials in alternative formats such as digital, large print, or Braille  
 Yes  No
- Provide assistive technology such as a magnifier, screen magnification software, or speech-to-text software (e.g. JAWS)  
 Yes  No

**Difficulty operating hand tools:**

- Employ teamwork approach to cover hand tool tasks – assign hand tool tasks to other team members, while allowing service member to perform non-hand tool tasks  
 Yes  No
- Provide placement in an administrative environment instead of in the field  
 Yes  No
- Provide administrative assignments, even if placement is in the field  
 Yes  No

**Other:**

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**11. Did the candidate participate in an interactive reasonable accommodation meeting?** *(Please note: the candidate must be a part of this meeting)*

- Yes (provide date: \_\_\_\_\_)
- No

**12. What is your recommendation for this candidate?** *(Include information from NCCC Health Assessment and Planning Form, file review, health care provider information, and interview with the candidate.)*

Candidate file review summary:

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List the documents reviewed:

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**13. Was an accommodation granted?**

- Yes, accommodation was granted
- No, accommodation was denied

**14. Provide a brief description of the accommodation(s) granted to the individual.**

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**15. Does the proposed accommodation do any of the following?** *(check any that apply)*

- Reallocate or eliminate an essential core function
- Lower standards of performance or production
- Violate any state or federal law
- Impose an undue hardship on AmeriCorps NCCC



**16. If the candidate's requested accommodation was denied, what was the reason for the denial?** (*select all that apply*)

- Medical verification or other evidence does not establish that the candidate has a disability.
- The candidate is not able to perform the core functions, with or without reasonable accommodations.
- The evidence does not establish that the candidate needs an accommodation.
- The requested accommodation would result in an undue hardship for AmeriCorps NCCC.
- Other (*explain*): \_\_\_\_\_

**Include a Brief Narrative:**

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**17. Based on your review of the candidate's health care needs, in your professional judgment, is the candidate qualified to serve, with or without reasonable accommodations?** (Please mark one below.)

- Yes, in my professional judgment, the candidate can perform core functions, with or without reasonable accommodations, and has a plan for meeting his or her necessary or appropriate health care needs. Documentation of requests for accommodation and medical verification is attached.
- No, in my professional judgment, the candidate cannot perform core functions, with or without reasonable accommodations, and/or does not have a plan for meeting his or her necessary or appropriate health care needs. Documentation of requests for accommodation and medical verification is attached.

**NCCC Health Unit Health Professional**

**Date:**

**Print Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**CORPORATION FOR NATIONAL AND COMMUNITY SERVICE**  
**NATIONAL CIVILIAN COMMUNITY CORPS**  
**INDIVIDUALIZED REASONABLE ACCOMODATIONS PLAN**

<b>A. Member Information</b>		
<b>Full Name (Last, First, Middle):</b>		
<b>Member NSPID No. (if known)</b>		
<b>Primary Contact Telephone Number:</b>		
<b>Treating Healthcare Provider:</b>		<b>Address and Telephone Number:</b>
<b>Has the member's treating healthcare provider been consulted?</b> <i>(If yes, include date and the person that was contacted)</i>		Yes <input type="checkbox"/>
		Person Contacted: <input type="checkbox"/>
		Contact Date: <input type="checkbox"/>
No <input type="checkbox"/>		
<b>B. Personal Emergency Contact Information</b>		
<b>Emergency Contact's Name:</b>		<b>Relationship to Member:</b>
<b>Emergency Contact Telephone Number:</b>		<b>Secondary Contact Name and</b>
<b>Telephone Number:</b>		
<b>C. Purpose of Reasonable Accommodation Plan:</b>		
<b>Accommodations to be Provided</b> <i>(e.g., service member cannot lift more than 15 lbs., needs gluten free food, needs verbal reminders of tasks, needs separate bathroom, needs access to refrigeration for medication, needs access to electrical outlet for power wheelchair, or other medical device, may require emergency response, etc.)</i>		
<b>Additional Comments:</b>		

Additional information may be needed to supplement the plan and communicate expectations for action after any medical emergency. For example:

1. John uses an alerting app device to hear sounds in the environment.
2. Two designated service members will also have the alerting app device to hear John's emergency signal.
3. Supervisor will call John's emergency contact person to notify John's family that he has had a medical emergency.

Effective Date:

Name and job title of person completing form:

## **Exhibit D**

# Authorization for Conversation with Health Care Provider

To NCCC Candidates: Please note that signing this form is voluntary and optional and that if you do not sign, it will not automatically disqualify you from being accepted to serve.

This form only authorizes my health care provider(s) to speak with a NCCC medical professional in the Health Unit. It does not authorize my health care provider(s) to release medical records to a NCCC medical professional in the Health Unit.

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*The AmeriCorps NCCC medical professional in the Health Unit will fill out Part I.*

**PART I. Purpose:** AmeriCorps NCCC is requesting authorization to have a conversation with the candidate's health care provider to discuss (check all that apply):

- The candidate's ability to perform the core functions of the AmeriCorps NCCC program, a residential national service program, with or without reasonable accommodations;
- The candidate's need for reasonable accommodations in the AmeriCorps NCCC program;
- The candidate's need for health care services not covered by AmeriCorps NCCC health benefit;
- Other: \_\_\_\_\_

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*NCCC Candidates will fill out Parts II-V.*

## **PART II. Authorization**

I, \_\_\_\_\_ (print name (first, middle, last), authorize  
\_\_\_\_\_ (name of health care provider) to speak to a medical professional in the  
NCCC Health Unit.

## **PART III. Information Time Period**

This authorization for medical verification allows my health care provider(s) to discuss my health care for the following period:

\_\_\_/\_\_\_/20\_\_ to \_\_\_/\_\_\_/20\_\_

**PART IV. Information to be disclosed:** I authorize the release of the following health information:

- My health information that pertains to \_\_\_\_\_ (condition(s)) and that the above-named provider has in his/her possession.
- Other: \_\_\_\_\_.

## **PART V. Extent of Authorization**

- a. This authorization shall remain in effect until \_\_\_/\_\_\_/20\_\_ or a year from the date of my signature, whichever occurs first, at which time this authorization expires.

- b. I understand that I have the right to revoke this authorization at any time, by sending a written notice of revocation to the above-named health care provider or NCCC.
- c. I understand that a revocation is not effective to the extent that any person or entity has already acted in reliance on my authorization.
- d. I understand that the above-named health care provider cannot guarantee that the recipient will not re-disclose my health information to a third party. The third party may not be required to abide by this Authorization or applicable federal and state law governing the use and disclosure of my health information.
- e. I understand that signing this form is voluntary and that if I do not sign, it will not automatically disqualify me from being accepted to serve.

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Signature of NCCC Candidate

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Date

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Print Name

PRIVACY ACT STATEMENT - The information requested on this Medical Release form is collected pursuant to 42 U.S.C. 12592 and 12615 of the National and Community Service Act of 1990 as amended, and 42 U.S.C. 4953 of the Domestic Volunteer Service Act of 1973 as amended. Purposes and Uses - The information requested is collected to provide service member who request their medical information an opportunity to release their medical information to themselves, authorized individuals or entities. The data you provide is subject to the provisions of the Privacy Act of 1974 (5 U.S.C. 552a) and the agency's privacy policy. Use of the information collected based on this form is restricted to the purposes cited in this privacy statement unless the disclosure is otherwise permitted under the provisions of the Privacy Act. Routine Uses - Routine uses may include but are not limited to: disclosure of the information to federal, state, or local agencies pursuant to lawfully authorized requests. The information may also be provided to appropriate federal agencies and contractors that have a need to know the information for the purpose of assisting the agency's efforts to respond to a suspected or confirmed breach of the security or confidentiality or information maintained in this system of records, and the information disclosed is relevant and necessary for the assistance. The information will not otherwise be disclosed to entities outside of AmeriCorps NCCC without prior written permission. Effects of Nondisclosure - The information requested is mandatory in order to release medical information.

## **Exhibit E**



**Follow Up Request for Information from Health Care Provider**

Patient's Name: \_\_\_\_\_

To: \_\_\_\_\_ (health care provider)

***To be filled out by CNCS:***

The above-named individual has applied to serve in the AmeriCorps NCCC service program, which is an intensive, residential program that lasts for ten months. Participants may be housed in rustic living conditions such as camping or sleeping on the floor and sharing one bathroom. Service may include places with limited resources and technology (lack of telephones, cell phone service, computers, etc.). Please see the attached description of core functions. The agency provides reasonable accommodations to qualified individuals with disabilities.

AmeriCorps NCCC seeks the following information from the candidate's health care provider to determine whether the candidate is able to successfully serve in the program, with or without reasonable accommodations, in light of their medical history:

Ability to perform the following core function(s):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

***To be filled out by candidate:***

I have requested my health care provider named above to fill out this request for information in connection with my application to NCCC.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

**To be filled out by the health care provider:**

How long have you treated the candidate? \_\_\_\_\_

1. Please review the attached description of the program's core functions. In your professional medical opinion, is the candidate's condition(s) sufficiently stable for the candidate to meet the rigors of the program and core functions of service, with or without reasonable accommodation? Please explain.

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2. For the core function(s) identified above, please state, in your professional judgment, whether the candidate, your patient, can perform the function(s), with or without reasonable accommodations. If you do not feel that you can make such an assessment, please state that you do not know.

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3. Are there reasonable accommodation(s) that would enable the candidate to effectively serve? Please describe:

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Is there any other information you would like to provide? \_\_\_\_\_

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Signature \_\_\_\_\_ Date \_\_\_\_\_

Printed Name \_\_\_\_\_

## AMERICORPS NCCC – CORE FUNCTIONS

AmeriCorps NCCC members are assigned to one of four regional campuses, located in Vinton, IA, Sacramento, CA, Vicksburg, MS and Aurora, CO. Members remain on campus during initial training and return to campus between projects for “transition.” The remainder of the service term is typically spent away from campus at assigned project locations throughout the given region.

**Core Function #1:** Participants in AmeriCorps NCCC must be able to deploy to various locations in the United States, and its ocean territories, and must be flexible and adaptable to sudden and unexpected changes. These deployments may require participants to pack quickly (within three hours), and travel for several days to the site in a small van.

**Further description:** Some deployments may not be a good fit for some health conditions. For example, a person with asthma may not be able to work in an area affected by wildfires. Further, sudden and unexpected changes may disrupt regular health care without planning. A person who requires regular access to a health care provider or a pharmacy may need to have a contingency plan in place to ensure that your health care needs are met. For example, a person who takes an antidepressant may need to arrange for the delivery by mail of a three-month supply of medication. A person who sees a therapist regularly may need to arrange for phone appointments. In some cases, a person who needs a lot of day-to-day stability given their health condition may not presently be a good fit with the AmeriCorps NCCC program. For example, depending upon the medical advice of the treating professional, a person who just got out of an in-patient treatment program may not be able to manage sudden and unexpected changes.

**Core Function #2:** Participants in AmeriCorps NCCC must be able to work outside of traditional work hours, including work on weekends.

**Further description:** A person who, because of a physical or mental condition, can only work very sporadically, or can only work a very regular schedule, may not be qualified to be a participant in AmeriCorps NCCC.

**Core Function #3:** Participants in AmeriCorps NCCC must be able to live in a mixed gender communal setting in a shared living space. This may include rustic living conditions such as camping or sleeping on the floor and sharing one bathroom with the entire team of people of all genders for the entire length of the project. It also may include places with limited resources and technology (lack of telephones, cell phone service, computers, etc.), and may include participating in the upkeep of the shared living space.

**Further description:** A person with a mobility disability may not be able to sleep on the floor, though we can usually provide wheelchair-accessible cots if notified ahead of time. A person with certain health conditions may require a private bathroom. Some further examples may include, depending upon the symptoms, a person with active Crohn’s disease may not be able to wait to use a shared bathroom with a team of other individuals. A person who takes certain types of prescription medications may need access to a refrigerator and a reliable power source. A person who uses a CPAP machine or another electronically powered medical device may need a reliable power source.

**Core Function #4:** Participants in AmeriCorps NCCC must work collaboratively in a team-based

environment, which includes considering team needs and values at all times. Participants in AmeriCorps NCCC must commit to interacting with others in a professional manner, and have an ability and desire to implement or learn how to implement this function. In this program, interacting with others in a professional manner includes: accepting supervision from team leaders, peers, and others; expressing one's needs and being supportive of the needs of others; developing healthy relationships with other people from diverse backgrounds; managing and coping effectively in high stress environments; engaging in effective conflict resolution and problem-solving, which includes the appropriate management of anger; and accepting consequences for one's own behavior.

**Further description:** Individuals who cannot adequately control their behavior because of mental or physical conditions may not be able to work collaboratively in a team-based environment, or commit to professional interactions.

**Core Function #5:** Participants in AmeriCorps NCCC, or at least certain team members, must operate basic hand tools with appropriate training and supervision without endangering themselves or others.

**Further description:** Individuals with certain physical conditions are not able to operate hand tools, and may need to be paired with other team members who can perform this function.

**Core Function #6:** Participants in AmeriCorps NCCC must comply with the rules and regulations outlined in the NCCC Member handbook and the campus code of conduct. Participants must be drug-free and submit to random drug testing.

**Further description:** Individuals with recent violations of the law or other rules, or recent inpatient drug or alcohol treatment, may not be able to comply with the AmeriCorps NCCC code of conduct, including being drug-free.

**Core Function #7:** Participants in AmeriCorps NCCC must take responsibility for completing additional team roles and duties outside of the direct team service responsibilities. Participants must take responsibility for completing up to 80 hours of independent service outside the normal duty hours.

**Further description:** Some individuals may require support for these functions due to health conditions such as ADD/ADHD or executive processing impairments.

**Core Function #8:** Participants in AmeriCorps NCCC must be able to follow directions and instructions.

**Further description:** Individuals who are deaf, hard of hearing, blind, or who have other conditions interfering with written and oral communications and supervision may need modification to ensure communication access.

**Limited Health Coverage:** AmeriCorps NCCC only provides limited health coverage, as described at <https://www.nationalservice.gov/programs/ameriCorps/ameriCorps-programs/ameriCorps-nccc/member-benefits>. If the candidate may need medical or mental health care for a mental or physical or mental condition that is not covered by AmeriCorps' health care benefit, then the candidate needs a plan to get care during the term of service.

## **Exhibit F**



# NATIONAL CIVILIAN COMMUNITY CORPS CORPORATION FOR NATIONAL AND COMMUNITY SERVICE REQUEST FOR REASONABLE ACCOMMODATION

## INSTRUCTIONS:

The Rehabilitation Act of 1973 requires Federal agencies to provide reasonable accommodation to qualified individuals with disabilities who are participating in federal programs, unless to do so would cause undue hardship. A reasonable accommodation is any change in the program environment or in the way things are customarily done that enables an individual with a disability to have an equal opportunity to participate in, enjoy, or benefit from the program.

If you require a reasonable accommodation, please complete this form in its entirety and submit it to the NCCC Health Unit. You can request a specific accommodation if you already have one in mind, or you can meet with a member of the NCCC Health Unit to work together to come up with a reasonable accommodation.

Name (First, Last, Middle)

NSPID Number

Primary Telephone Number

What is the medical or health condition or limitation that you are requesting an accommodation for?

Is there a specific reasonable accommodation you would like to request from NCCC?

If you are requesting a specific accommodation, how will that accommodation assist you?

If you are not sure what specific accommodation is needed, do you have any suggestions about what options we can explore?

YES  NO

If yes, please explain:

What, if any, service function(s) will you have difficulty performing without accommodation?

If you are seeking a reasonable accommodation related to your own medications, medical or assistive devices, or other resources, please describe them here:

Please provide any additional information that may be useful in processing your accommodation request:

Signature:

Date: