



Homes for All VISTA

An AmeriCorps VISTA*
Program of HHCK

Memorandum of Understanding (MOU) between –

Homes for All and

**Office of Homelessness Prevention and Intervention
Lexington Fayette Urban County Government
(print host organization name)**

The Agreement is between The Homeless and Housing Coalition of Kentucky, Inc. 306 West Main Street, Suite 207, Frankfort, Kentucky 40601 (“HHCK”) and **Office of Homelessness Prevention and Intervention** (“Service Site”) for the assignment of a Homes for All AmeriCorps*VISTA (“VISTA”) member for the purpose of performing services under the Homes for All AmeriCorps*VISTA Program (“Program”) grant between HHCK and the Corporation for National and Community Service (“CNCS”) as funded under the AmeriCorps*VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. 4951 et seq.), hereinafter referred to as “the Act”. The primary purpose of this agreement is for HHCK and the Site agencies/programs to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. This Agreement is in effect upon the Service Site being notified the proposed project will be included in the VISTA “Homes for All” program, as sponsored by HHCK.

Status of VISTA Members during Service

VISTA members are eligible for all benefits and coverages provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the “income disregard” provisions as set forth at 42 U.S.C. §5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

VISTA members shall not be considered employees of HHCK or the Service Site. VISTA members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act. Members’ titles will include reference to AmeriCorps VISTA to prevent perception of employment with Service Site or HHCK.

Joint Responsibilities

Hosting a VISTA Member is a collaborative effort between HHCK and the Service Site.

1. Member Recruitment

The Service Site is primarily responsible for recruiting a capable VISTA, though HHCK will assist. Ultimate determination of approval is decided by CNCS staff.

Service Site agrees to complete face to face interviews when possible and telephone interviews when distance or other factors prevent a candidate from traveling to an in-person interview. Service Site also agrees to call past employers, educators, and other references and to document these conversations. Service Sites' top candidates are expected to take part in a second interview conducted by HHCK. Since Service Sites are most familiar with their own needs, sites will be able to select the applicant they feel will best meet those needs, but HHCK retains the right to veto a site's decision if the Homes for All Program Director has serious concerns about an applicant's ability to meet programmatic expectations. The applicant must also be approved by CNCS.

HHCK and the Service Site will ensure that persons selected as VISTA members are not related by blood or marriage to Service site staff, HHCK staff, officers or members of the Service Site or HHCK's board of directors, or responsible program staff at CNCS.

2. Criminal Background Checks

CNCS requires all VISTA applicants to undergo a criminal records check. An FBI check is required and applicants are responsible for sending the required paperwork to CNCS. HHCK will provide a fingerprint kit with guiding instructions to the member/sub-site. If the applicant is chosen to serve as a VISTA, then the VISTA member will be reimbursed up to \$25 for fingerprint fees.

3. Disciplining and Dismissing a Member

Neither HHCK nor the Service Site has the discretion or authority to dismiss or separate a VISTA member from service. CNCS is the sole authority that can terminate a VISTA member's term of service. The Service Site should document any performance or behavior issues and immediately report them to the "Homes for All" Program Director. The Director will report such incidences to the state CNCS office and resolve them in accordance with rules governing the grant. This is necessary to provide VISTA members due process.

4. Safety

Both the Service Site and HHCK will make every reasonable effort to ensure that the health and safety of the VISTA member(s) are protected during the performance of their assigned duties. Neither HHCK nor the Service Site shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.

HHCK Responsibilities

As the Project Sponsor, HHCK will:

1. Serve as the Fiscal Agent and overall administrator for the grant and provide overall supervision of the grant, provide assistance to the Service Sites and VISTA members in

support of grant implementation, and be the liaison between Service Sites, VISTA members, and CNCS.

2. Comply with the provisions of the Memorandum of Agreement between CNCS and HHCK.
3. CNCS, among other things, will provide the VISTA with the following:
 1. A monthly taxable living allowance of \$973.
 2. A healthcare plan, if the VISTA is eligible and elects such coverage.
 3. Access to childcare assistance, if the VISTA qualifies for and elects such assistance.
 4. Support and assistance in securing a post-service educational award of \$5,730 or post-service cash award (equaling \$125 for each full month served), per the VISTA's decision, if the VISTA successfully completes his/her service obligations.
4. Mileage and expense reimbursement for travel, lodging, and meals for HHCK required events in keeping with program policies, budget, and procedures. HHCK will not reimburse expenses for travel related to individual service projects or travel required by the Service Site as it relates to the VISTA project.
5. Training and support services.

In the event of resignation, dismissal, suspension or reassignment of a VISTA, HHCK is under no obligation to refund any portion of the site match contribution.

Service Site Responsibilities

The Service Site agrees to submit to HHCK by the stated deadlines the sum of \$5,400 per VISTA member, as a required match. The match is due to HHCK by your assigned enrollment date. If you need to make two installments, then you agree to communicate with the Finance Manager at HHCK.

The Service Site also agrees to:

1. Operate the project in accordance with the provisions of the project application, applicable program policies and regulations, and other Federal laws, regulations, and policies which are, or become applicable to the program.
2. Provide ONE Site Supervisor to provide day-to-day supervision of the activities of the VISTA member(s).
3. Arrange and be responsible for providing in-depth on-site orientation and training for all incoming VISTA members at the beginning of their term of service.
4. Submit a VISTA work plan for approval prior to the VISTA member's start date.
5. Use the approved VISTA Assignment Description (VAD/VISTA work plan) as the source of tasks and responsibilities for the VISTA member to empower the capacity building activities of the member.
6. Ensure that VISTA members dedicate an average of 40 hours per week to their approved VISTA work plans and member descriptions. HHCK will track VISTA member's personal and sick leave on a monthly basis.

7. Schedule regular weekly meetings with the VISTA member(s) to discuss the project, progress, and concerns.
8. Provide adequate working space, materials, supplies, and access to a phone and computer to permit the VISTA member the ability to perform his/her assigned duties.
9. Ensure that the VISTA member is reimbursed for all travel associated with the project. Mileage reimbursement should be done in accordance with the Service Site's existing policies and procedures.
10. Allow the VISTA member to participate in schedule professional development and training opportunities, site visits, and conference calls. The VISTA member will be required to attend a pre-service orientation for the purposes of completing In-Service Training (IST) requirements as set forth by CNCS, prior to the VISTA member's start date.
11. Allow the VISTA member to participate in disaster relief/emergency response efforts as directed by CNCS.
12. Allow the VISTA member to participate in Days of Service (e.g. MLK Day of Service, 9/11 Day of Remembrance) should activities be organized by HHCK or in the community where the VISTA member is serving.
13. Inform Homes for All VISTA Program Director of any changes in status of the VISTA and other concerns related to the VISTA project. Status change and conditions include arrests, hospitalization, and absence without leave. Immediately report, within no more than 48 hours, the unscheduled absence or departure of VISTA members.
14. Agree to not employ a Homes for All VISTA member prior to the end of the member's scheduled term of service.
15. While HHCK maintains responsibility for the Service Site's proper use of VISTA members, the Service Site may be held financially responsible to CNCS for the inappropriate use of all such VISTA resources.
16. If circumstances require, the SPONSORING ORGANIZATION (HHCK) will advance up to \$500.00 to any VISTA member in case of any emergency (e.g. critical illness or death the immediate family, problems with CNCS pay systems, suspension of government funding). Sites are encouraged to put any such agreements in writing to document that the advance is not a supplement to VISTA pay, which is prohibited per CNCS regulations.
 - a. CNCS Policy – "If an immediate family member (spouse, parent, sibling, child, grandparent, or guardian) of a VISTA becomes critically ill or dies, and if the Corporation cannot provide a prepaid ticket in advance of the approved emergency leave, the sponsoring organization should furnish the needed travel assistance, including an advance of up to \$500 from its own funds, to the VISTA. Such advances, however, should be authorized (via telephone) by the Corporation State Office. Both the sponsor and the VISTA must complete and sign the VISTA Payment Voucher form in the My AmeriCorps portal to record receipt of any emergency travel advance.

The sponsor forwards the form to the Corporation State Office for processing so that the sponsor is reimbursed for the advance. For more information on emergency leave procedures, see Chapter 9 of the VISTA Handbook.”

17. AmeriCorps VISTA is a registered service mark of CNCS, if using the AmeriCorps VISTA or CNCS service mark or name, AmeriCorps VISTA must be identified as a Federal assistance provider. Service Sites must use the AmeriCorps VISTA name and logo in accordance with CNCS requirements. Service Sites may not use or display the AmeriCorps VISTA name or logo in connection with any “prohibited service activities” as referenced in the MOU and/or AmeriCorps VISTA handbook. CNCS marketing and logo information can be found online at <http://www.nationalservice.gov/newsroom/marketing/logos>.
18. The Service Site agrees to provide monthly project updates in collaboration with the VISTA member via quarterly Project Progress Reports. Deadlines will be determined at the start of the program year.
19. Maintain records such as time sheets and accounts, and make such reports and investigations concerning matters involving VISTA members and the project as CNCS may require. The Service Site agrees to retain such records as CNCS may require for a period of three years after completion or termination of the project, or longer if required for administrative proceedings and/or litigation purposes, and to provide access to such records to CNCS for the purpose of litigation, audit, or examination.

Legal Restrictions

VISTA members should work to emphasize the mobilization of local human, financial, and material resources, the transference of skills to community residents, and the expansion of the capacity of the low income community to solve its own problems. VISTA members should NOT perform administrative duties except for those related to the goals and objectives identified in their work plan (VAD).

The Service site agrees that no VISTA member assigned under this MOU shall participate in:

1. Partisan and non-partisan political activities, including voter registration.
2. Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
3. Labor or anti-labor organization or related activities.
4. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.

Under the Hatch Act, during off duty service time, AmeriCorps VISTA members may engage in certain political activities, as follows:

- **May** be candidates for public office in nonpartisan elections

- **May** register and vote as they choose
- **May** assist in voter registration drives
- **May** express opinions about candidates and issues
- **May** contribute money to political organizations
- **May** attend political fundraising functions
- **May** attend and be active at political rallies and meetings
- **May** join and be an active member of a political party or club
- **May** sign nominating petitions
- **May** campaign for or against referendum questions, constitutional amendments, municipal ordinances
- **May** campaign for or against candidates in partisan elections
- **May** make campaign speeches for candidates in partisan elections
- **May** distribute campaign literature in partisan elections
- **May** hold office in political clubs or parties, including serving as a delegate to a convention.

VISTA members may not engage in the above activities directly or indirectly by recruiting, training, or managing others for the primary purpose of engaging in one of the activities listed above. Individuals may exercise their rights as private citizens and may participate in the activities listed above on their initiative, on non-AmeriCorps time, and using non-CNCS funds. Individuals should not wear the AmeriCorps logo while doing so.

The Service Site further agrees NOT to:

1. Carry out projects resulting in the identification of such projects with partisan or non-partisan political activities, including voter registration activities, or providing transportation to the polls.
2. Assign VISTA members to activities that would result in the hiring of or result in the displacement of employed workers or volunteers, filling in for absent employees or supervisors, or impair existing contracts for service.
3. Accept or permit the acceptance of compensation from VISTA members or from beneficiaries for the services of VISTA members.
4. Approve the involvement of any VISTA members assigned to it in planning, initiating, participating in, or otherwise aiding or assisting in any demonstration whatsoever.
5. Provide VISTA member with supplemental income. Housing assistance must not include payment of utilities and must be paid directly to the VISTAs landlord.

Drug Free Work Place

The Service Site will comply with all requirements of the Drug-Free Workplace Act and the implementing regulations at 34 CFR, Part 1229.

Nondiscrimination

The Service Site will not discriminate against a VISTA member, program staff, or service recipient on the basis of race, color, national origin, sex, age, religion, sexual orientation, political affiliation, or disability.

The Service Site must provide reasonable accommodations to qualified individuals with disabilities. Accommodations must be based on individualized needs.

The Service Site must comply with the self-evaluation requirements in Section 504 of the Rehabilitation Act of 1973 as amended, regarding accessibility for individuals with disabilities. The Service Site also must comply with the self-evaluation requirements of Title IX of the Education Amendments of 1972 as amended, concerning discrimination based on sex.

The Service Site must comply with all federal statutes relating to nondiscrimination to the extent applicable, including, but not limited to Title VI and VIII of the Civil Rights Act of 1964; the Age Discrimination Act of 1975 as amended; the Drug Abuse Office and Treatment Act of 1972 as amended; the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 as amended; the Public Health Service Act of 1912 as amended; and the requirements of any other nondiscrimination provision in the National and Community Service Act of 1990 or any other applicable nondiscrimination provision.

Sexual Harassment

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. As the recipient of federal financial assistance from the Corporation, the Service Site is responsible for ensuring compliance with the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Such sexual harassment violations include:

1. Acts of "quid pro quo" sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Site, its agents, or supervisory employees should have known of the acts.
2. Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile, or offensive service environment.
3. Acts of sexual harassment toward fellow VISTA members or non-employees, where the Service Site, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

AmeriCorps Name and Logo/Publications

The Service Site must identify itself as an AmeriCorps host site by displaying signage to be provided by HHCK. The Service Site must also use the AmeriCorps name and logo on all printed or published materials associated with the program. The Service Site may not alter the AmeriCorps logo and must obtain written permission from HHCK before using the logo as part of any other logo or design or before using the AmeriCorps name or logo on clothing intended

to be worn by individuals who are not Members or permitting any other parties to use the AmeriCorps name or logo in promotional materials.

The Service Site is responsible for assuring that the following acknowledgement of federal support will appear in any report or publication of any material regarding this project: "This material is based upon work supported by the Corporation for National and Community Service." The Service Site is responsible for assuring that a copy of any such publication is sent promptly to HHCK.

Site Visits

HHCK and CNCS, through their duly authorized representatives, have the right, at all reasonable times, to make site visits to review Member support documentation and evaluate Service Site records, accomplishments, and organizational procedures; to conduct interviews; and to provide technical assistance as required. All site visits shall be performed in such a manner as will not unduly disrupt the Service Site's operations. Site Supervisors also agree to immediately provide any needed support documentation to verify performance measure information submitted by VISTA members upon Homes for All staff request. Supervisors agree that this information will be sent by mail, fax, when Homes for All staff travel to the site is not possible. **Please make certain that HHCK staff is added to client confidentiality forms, when needed.**

Delegation and Subcontracting

The Service Site will not delegate or assign any of its obligations or duties stated in this agreement.

Supplemental Payments Prohibited

Monetary subsistence allowances provided to VISTA members are designed to permit VISTA members to live at or below the economic level of the persons served, as required by law. The Service Site is strictly prohibited from supplementing these allowances and must assure that others do not do so.

Termination

HHCK/Homes for All will use the above provisions to determine continued eligibility of the organization to be a Project Host Site. Failure to comply with any of the roles and responsibilities as outlined in this MOU will result in responsive and corrective action to include removal of the VISTA member placed at your site. In this case, Homes for All will provide 14 days' notice of termination of and/or VISTA removal/transfer from the project.

Any termination of the Memorandum of Understanding between HHCK as the Project Sponsor and the Corporation for National & Community Service will result in the termination of all provisions of this Memorandum of Understanding.

Reasonable Accommodation

Programs and activities must be accessible to persons with disabilities, and the grantee must provide reasonable accommodation to the known mental or physical disabilities of otherwise qualified Members, service recipients, applicants, and program staff. All selections and project

assignments must be made without regard to the need to provide reasonable accommodation.

Please initial each of the following:

sj for JG I certify the project facility, when considered in its entirety (i.e. including all subrecipient sites) physically accessible to persons with mobility, hearing, vision, mental and cognitive impairments or disabilities.

sj for JG I certify that our agency is a nonprofit according to IRS regulations OR local government agency

ACKNOWLEDGEMENT: I have read the foregoing and acknowledge that I understand the procedure and accept the terms and conditions of the HHCK/Homes for All MOU as part of my association with Homes for All AmeriCorps*VISTA as evidenced by my signature herein below.

LEUCG
Print Name of Site

By: *CM Stalbo* Date: 8/10/17
Homes for All Program Director Signature

By: *Jim Gray* Date: 22-Jun-2017
Site Supervisor Signature

Site Supervisor Printed Name: Jim Gray