

Community HealthCorps Member Contract

1. Purpose

It is the purpose of this member contract to delineate the terms, conditions, and rules of membership regarding the participation of _____ (hereinafter referred to as the “member”) in the Community HealthCorps AmeriCorps Program (hereinafter referred to as “Community HealthCorps”), sponsored by _____ (hereinafter referred to as the “Program Site”).

2. Minimum Eligibility Qualifications

By signing this contract the prospective member certifies that he/she has completed **Appendix I-Eligibility Verification Form**.

3. Term of Service

A. The member agrees to serve a minimum of 1,700 total hours over the defined term of service (below) and an average of not less than 30 hours per week (unless authorized by your program coordinator) in order to be eligible for an education award of \$_____.

B. A maximum of 20% of these hours may be in training, education, or other similar approved activities, and a maximum 10% of these hours may be for pre-approved fundraising activities. The average amount of hours per week needed to complete on time, can be seen in OnCorps Reports (Community HealthCorps online reporting system).

C. AmeriCorps members do not earn leave time so if a day is missed there are no hours earned. During the term of service, the member may be required and/or have the option to serve more than 8 hours per day or 40 hours per week. 1700 hours is only a minimum and the member may be required to serve additional hours beyond this minimum in order to fulfill the terms of this contract.

D. The defined term of service for the member begins on _____ (Start Date) and will end on _____ (End Date). **This start date must be on or after the date that member signs this Member Contract. Member may not begin service or earn service hours prior to the date that member signs this member contract.** This term of service may be extended by the member and Program Site, in writing, for the following reasons:

1. Member’s service has been suspended due to compelling personal circumstances.
2. Member’s service has been terminated, but a grievance procedure has resulted in reinstatement.
3. Member is unable to complete his/her term of service by the contracted end date and wishes to extend his/her service; has the Program Sponsor’s agreement to an extension; and is within the 12 month limit for completing a term of service.

4. Successful Completion & Serving Subsequent Terms

- A. The member understands that in order to successfully complete the term of service (as defined by Community HealthCorps and consistent with regulations of the Corporation for National and Community Service (“CNCS) and to be eligible for the education award, he/she must:
- Serve a minimum of 1700 hours
 - Serve an average of 30 hours per week
 - Serve the complete term of service as outlined above
 - Satisfactorily complete Pre-Service Orientation (PSO), the Prescription for Success curriculum, and any related service assignment training as defined by Community HealthCorps
 - Satisfactorily complete service assignments as defined in the Member Assignment Description, and determined by the Program Site.
- B. The member understands that in order to be eligible to serve a subsequent term, the member must have received satisfactory performance reviews for any previous term of service. The member’s eligibility for a subsequent term of service will be based on at least an end-of-term, and a mid-term evaluation of the member’s performance focusing on factors such as whether the member has:
- Completed the required number of service hours
 - Completed the entire term of service
 - Satisfactorily completed assignments, tasks, and/or projects
 - Met any other criteria that were clearly communicated orally or in writing at the beginning of the term of service
- C. The member understands, however, that the mere eligibility for an additional term-of-service in Community HealthCorps or another national service program does not guarantee selection or placement.

5. Member Designation

- A. AmeriCorps members are not employees of Community HealthCorps, the Program Site, or of the federal government. The definition of “participant” in the National and Community Service Act of 1990 as amended applies to AmeriCorps members. As such, “a participant (member) shall not be considered an employee of the organization receiving assistance under national service laws through which the participant is engaging in service (42 U.S.C. 12511 (17) (B)). Moreover, members are not allowed to perform an employee’s duties or otherwise displace employees or volunteers.
- B. AmeriCorps service is not considered “employment” and the member understands that he/she does not qualify for unemployment compensation or State Disability Insurance benefits as a result of his/her service in Community HealthCorps (except as required by state law).

6. Education Award

- A. Upon successful completion of the term of service, the member may be eligible for an education award from the National Service Trust. The member understands that he/she may not receive more than the amount equal to the total value of two education awards for full-time service from the National Service Trust, regardless of the stream of service in which the member serves.
- B. Prior to using the education award, the member understands (in the event the member has not yet received a high school diploma or its equivalent, including an alternative diploma or certificate for

individuals with learning disabilities) that he/she must have a high school diploma or its equivalent (GED) (unless the member is enrolled in an institution of higher education on an ability to benefit basis or Community HealthCorps has waived this requirement due to the results of the member's education assessment).

7. Member Service Description & Member Assignment Description

The service of all Community HealthCorps members is broadly outlined in a standardized Member Service Description which is incorporated into this member contract as **Appendix II-Member Service Description and Member Assignment Description**. The Member Service Description is supported by a compatible Member Assignment Description that captures the specific activities each member performs within the context of the site and department in which he/she serves. A copy of the Member Assignment Description will be provided to the member at the beginning of his/her term of service.

8. Living Allowance

- A. The member will be paid a living allowance on a _____ (weekly, bi-weekly, bi-monthly) schedule at the level of \$_____ per pay period during the term of service.
- B. Should an individual enroll into or exit out of Community HealthCorps, or be placed on suspension after the first day of the pay period, or prior to the last day of the pay period, living allowance payments may be adjusted and/or prorated. This may also occur for any other reason that a member does not serve on a day or days for which he/she is scheduled to serve during the pay period. This adjustment and/or proration will be based on the number of days that the member was in active service during the pay period.
- C. Under Federal tax laws, ordinary tax rules apply to a member's living allowance. A living allowance is taxable as "compensation for services" and is subject to Federal withholding. The Program Site will make appropriate FICA payments and will withhold appropriate payroll taxes from member's living allowance. Unless State law requires otherwise, the Program Site is not required to pay unemployment insurance taxes for members. Low-income members may be able to claim an exemption from withholding if (1) they had no tax liability in the previous year, and (2) they expect to have no tax liability in the current year. State and local income tax withholding laws also apply.
- D. Receipt of a living allowance from Community HealthCorps can affect eligibility for and reduce the amount of public assistance benefits provided under the Social Security Act. It does not affect benefits under other Federal programs (e.g., Food Stamps and Job Training). The member is allowed to waive their rights to a portion or the full amount of the living allowance by completing the Living Allowance Waiver Form. This form may be obtained from the Program Coordinator.

9. Health Insurance

- A. The member is offered health insurance as provided by the Program Site (in most cases through Summit America) and must enroll in this coverage if not covered by private health insurance. A summary of benefits has been included as **Appendix III – Health Insurance Summary**.

- B. The member understands that if he/she receives Medicaid, health insurance coverage is available to them through AmeriCorps. Medicaid is a “wrap around” of other available health coverage. Medicaid will cover only those costs that are not covered under the AmeriCorps policy.
- C. The member understands that under the health insurance provided by Summit America, he/she **is not** eligible for continuing coverage under the Consolidated Omnibus Budget Reconciliation Act (COBRA) after the term of service. Please note that under provisions of the Affordable Care Act, members may remain on their parents’ health insurance until age 26.

10. Child Care Benefits

- A. The member is offered a child care allowance to be paid directly to an approved provider, if the member qualifies for the allowance and child care assistance is needed in order for the member to serve. The member may receive child care assistance through a provider qualified under the Child Care and Development Block Grant Act of 1990 (42 U.S.C. § 9859c(4)(A)), at the expense of the Corporation for National and Community Service.
- B. If the member qualifies, a government contractor will distribute the allowance evenly over the term of service. For more information, please see your Program Coordinator.

11. Loan Forbearance & Interest Accrual Payments

- A. At the time of enrollment a member may request **Loan Forbearance** through the **My AmeriCorps Portal**. If the member has received forbearance on a qualified student loan during the term of service, and the member successfully completes the term of service, the National Service Trust may repay a portion or all of the interest that accrued on the loan during that period. At the time of exit a member may submit a request for **Interest Accrual Payments** through the **My AmeriCorps Portal**.
- B. The member is solely responsible for submitting these requests and following through with their individual lenders. Community HealthCorps and the Program Site are not responsible for following up with private lenders.

12. Code of Conduct

- A. The member understands that the following is expected of him/her:
- Show respect for the program staff, agency staff, the community, and fellow AmeriCorps members at all times
 - Act as an appropriate role model with service recipients and within the community
 - Follow directions as set forth by the program
 - Uphold all privacy regulations as set forth by the agency
 - Direct concerns, problems and suggestions to their Site Supervisor and/or Program Coordinator
 - Abstain from engaging any of the prohibited activities outlined in Appendix II while earning service hours and/or wearing the AmeriCorps and/or Community HealthCorps logos.
 - Communicate effectively and respectfully with site supervisors, program coordinators, and other program staff

- Be present and punctual for service
 - Satisfactorily complete service assignments as defined in the Member Assignment Description, and determined by the Program Site
- B. The member understands that willful disregard for any of the expectations listed in the previous section is a violation of the Community HealthCorps Code of Conduct. The member also understands that the following acts constitute examples of other violations of the Community HealthCorps Code of Conduct:
- Unexcused absences or tardiness
 - Willful disregard for instructions provided by the Site Supervisor, Program Coordinator, and/or other placement site staff
 - Theft or careless damage of Community HealthCorps or Program Site property
 - Driving placement site vehicles without having received authorization by the Program Coordinator
 - Abusive or offensive language
 - Engaging in fighting
 - Failure to notify the site supervisor when unable to report for service activities
 - Inappropriate dress
 - Lying
 - Harassment of clients/patients, fellow members, Program Site personnel, and/or community residents
 - Involvement in prohibited activities
 - Breach of confidentiality
 - Failure to comply with the rules and procedures established by the Program Site
- C. The list above is not intended to place an obligation upon any member to engage in activities prohibited by CNCS, and listed in **Appendix II – Member Service Description & Member Assignment Description** of this contract.

13. Disciplinary Procedure

Violating the Code of Conduct, or engaging in any other inappropriate behavior not specifically listed above, will result in the following disciplinary actions:

- **Written Warning** – It is at the discretion of the Program Site when to issue a written warning based on the severity and frequency of the violation(s).
- **Suspension** – Upon continued refusal to comply after a written warning, the member may be suspended for one day or more, at the discretion of the Program Site, during which time his/her living allowance will be suspended.
- **Release for Cause** – Upon continued refusal to comply after the member has been suspended, the Program Site may terminate the member, and the member will receive no part of the education award.

14. Violations Resulting in Automatic Suspension & Release for Cause

The member understands that he/she will be either suspended or released for cause in accordance with paragraphs (C), and (D) in the Suspension & Release from Term of Service section below for committing certain acts during the term-of-service including but not limited to:

- Being convicted or charged with a violent felony, identity theft, possession, sale, or distribution of a controlled substance.
- Engaging in activity that may physically or emotionally damage other members of the program, staff or volunteers of the program site, or members of the community;
- Possessing or using any illegal drugs during the term-of-service;
- Consuming alcoholic beverages during the performance of service activities;
- Being under the influence of alcohol or any illegal drugs during the performance of service activities;
- Failure to notify Community HealthCorps of any criminal arrest or conviction that occurs during the term-of-service; or
- Failure to disclose to Community HealthCorps any prior enrollment in any AmeriCorps program.

15. Confidentiality

Members may be involved in direct patient contact and/or relations. In order for the health center to provide complete health services, patients are often asked to reveal personal information, financial data, and health status. To ensure patient dignity and privacy, Community HealthCorps insists that members do not communicate patient personal, financial, or medical information to anyone both inside and outside of the program site. If anyone outside of the program requests information regarding patients, member is to immediately notify the Program Coordinator or Site Supervisor, who will determine the proper course of action. Breaching the confidentiality of a patient's records and/or information may result in service reassessment and/or immediate removal for cause from the program (without eligibility for an education award).

16. Policy on a Drug-Free Workplace

- A. Prohibition** - It is a specific condition of placement at the Program Site that member agrees to abide by the terms of the Drug-Free Workplace Act which prohibits the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance in the Program Site and at any site at which the Program Site may conduct grant-supported activities.
- B. Required Notice to Sponsoring Agency** - In addition, member agrees to notify the Executive Director or CEO of the Program Site of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after having been convicted.
- C. Sanctions** - If the Executive Director or CEO determines that member has violated the prohibition in paragraph A of this section s/he or his/her representative will immediately notify the Community HealthCorps National Director and the ED/CEO has absolute discretion to decide which of the following action(s) to take against the member:
- Adverse personnel actions, which may include termination;
 - A requirement to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement or other agency.
- D. Definitions**
- "*Controlled substance*" means a controlled substance in schedules I through V of the Controlled Substances Act (21 U.S.C. 812), and as further defined by regulation at 21 CFR 1308.11 through 1308.15.

- "*Conviction*" means a finding of guilt or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.
- "*Criminal drug statute*" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use or possession of any controlled substance.
- "*Drug-free workplace*" means a site for the performance of work done in connection with a specific grant at which employees of the grantee are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possessing or use of a controlled substance.

17. Suspension & Release from Term of Service (45 CFR 2522.230)

A. An AmeriCorps member may be released from service for the following two reasons:

1. For compelling personal circumstances
2. For cause

B. Release for compelling personal circumstances

1. An AmeriCorps member may be released from his/her term of service due to compelling personal circumstances which include those instances that are beyond the member's control, such as, but not limited to:
 - a. The member has a serious injury or illness or disability that makes completing the term impossible;
 - b. There is a serious injury, illness, disability or death of an immediate family member and the member is needed to care for that family member or take over the duties of the family member making completing a term unreasonably difficult or impossible,
 - c. Conditions attributable to the program or otherwise unforeseeable and beyond the member's control, such as a natural disaster, a strike, relocation of a spouse, or the non-renewal or premature closing of a project or program, that make completing a term unreasonably difficult or impossible.
 - d. Military service obligations
2. If the member leaves AmeriCorps service for compelling personal circumstances, as determined by Community HealthCorps, and member has completed at least 15% of his/her service (255 hours), the member is eligible for a portion of the education award corresponding to the period served.
3. Compelling personal circumstances do not include leaving a program:
 - a. To enroll in school, or to meet requirements for future schooling (i.e., additional coursework needed prior to starting medical school, orientation, etc)
 - b. To obtain employment, other than in moving from welfare to work; or
 - c. Because of dissatisfaction with the program, position assignment, and/or changes to the program or position assignment.
4. If member is released from his/her term of service for compelling personal circumstances, the member has two options:
 - a. Member may either receive a pro-rated education award; or
 - b. Elect to have his/her term of service temporarily suspended, as long as the member completes his/her service on or before December 31st of the calendar year following his/her enrollment (see Program Coordinator for more information).

5. **If member leaves the program for any reason other than compelling personal circumstances before the end of the term of service, member will not receive any portion of the education award and this term will count as one of his/her service terms.**

6. NACHC must authorize a member's exit for compelling personal circumstances. An education award will not be issued without NACHC's authorization. See the Program Coordinator for more information.

C. Release for Cause

1. A member will be released for cause if the member is convicted of a violent felony, the sale or distribution of a controlled substance, or identity theft during a term of service, or if the results of a background check indicate that the member has a previous conviction in either of these areas.

2. Any member who leaves AmeriCorps service without obtaining a release for compelling personal circumstances is considered to have been released for cause.

3. **A member released for cause may not receive any portion of an education award.**

D. Suspension from Service

1. The member may be suspended without any AmeriCorps benefits, including living allowance, health insurance and child care and without receiving credit for hours missed in accordance with the disciplinary policy outlined in Section 14.

2. The member understands that during a suspension for non-disciplinary reasons, the Program Site may prorate the payment of the member living allowance on a daily or weekly basis or based upon an even split of the total number of days in the pay period. It is at the discretion of the Program Site to determine whether or not the member will continue to be eligible for other benefits such as health insurance and child care allowances, and the duration of such benefits.

E. Reinstatement After Suspension from Service

Any member whose service was suspended because of being charged with a violent felony or sale or distribution of a controlled substance may be reinstated to service if the member is found not guilty or if the charge is dismissed.

1. Any member whose service was suspended because of being convicted of a first offense of possession of a controlled substance may, at the discretion of the CEO or ED of the Program Site, resume service by demonstrating that he or she has enrolled in an approved drug rehabilitation program.

2. A member convicted of a second or third offense of possession of a controlled substance may, at the discretion of the CEO/ED of the Program Site, resume service by demonstrating successful completion of a rehabilitation program.

F. Disclosure of Release for Cause

Any individual released for cause who wishes to reapply to the program from which he or she was released or to any other AmeriCorps program is required to disclose the release to that program. Failure of a member to

disclose any history of having been released for cause from another AmeriCorps program will render an individual ineligible to receive the AmeriCorps education award, whether or not that individual successfully completes the term of service.

18. Grievance Procedures

The member understands that Community HealthCorps has a grievance procedure. These procedures are intended to apply to service-related issues, such as assignments, evaluations, suspensions, or release for cause, as well as issues related to non-selection of members and displacement of employees, or duplication of activities by AmeriCorps members. Discrimination and harassment complaints may also be raised through the grievance procedure. Prior to initiating the formal written grievance procedure, the aggrieved member should refer the complaint to his/her immediate supervisor and program coordinator who will attempt to jointly resolve the complaint. In the event that informal efforts to resolve disputes are unsuccessful, AmeriCorps members may seek resolution through the grievance process outlined in **Appendix IV – Community HealthCorps Grievance Procedure**.

19. Amendment to the Contract

This contract may be changed or revised by written consent of the signatories, and with NACHC approval (assumed if changes are made and approved in accordance with NACHC's Guidance on Making Changes to the Member Contract). The following helps to clarify the **ONLY** circumstances under which changes to the Member Contract may be allowable, and the conditions that must be met before changes are made, if applicable. Again, changes to the Member Contract are allowable **ONLY** under the circumstances noted below.

- A. Incorrect data is entered on the Member Contract and a correction is necessary for the Member Contract to comply with program requirements (i.e. incorrectly entered start/end dates).
- B. Member's term of service must be extended because one of the following has occurred:
 - The member's service has been suspended due to compelling personal circumstance(s).
 - The member's service has been terminated, but a grievance procedure has resulted in reinstatement.
 - The member is unable to complete the service in the originally agreed upon contract period, but is able to do so within the term limits (12 months).
- C. NACHC and/or CNCS have approved a change in the member's term of service.
- D. The Program Site wishes to permit a member to conclude a term of service before his/her contracted exit date. Condition(s) that must be in place prior to modified exit date:
 - Member has/is expected to have achieved the minimum 1,700 service hour requirement.
 - Member has/is expected to have served a minimum term of service of 10 months.
 - Program Site affirms that Performance Measures will not be adversely affected.
 - Member agrees to forfeit all remaining stipend and benefits (excluding education award), if applicable.
 - Member has/is expected to have satisfactorily met all other criteria for successful completion of term, as substantiated by Program Coordinator.

20. Reasonable Accommodation for Members with Disabilities

- A. AmeriCorps encourages individuals with disabilities to participate as national service providers through the AmeriCorps program. AmeriCorps prohibits any form of discrimination against persons with disabilities in recruitment, as well as in service. As a program that receives federal funds, Community HealthCorps complies with the requirements of the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act.
- B. No qualified individual with a disability shall, by reason of disability, be excluded from participation in or be denied the benefits of the program, services, or activities of the program, or be subjected to discrimination by the program. Nor shall the program exclude or otherwise deny equal services, programs or activities to an individual because of the known disability of an individual with whom the individual is known to have a relationship or association. According to the ADA, the term “disability” means, with respect to an individual, a physical or mental impairment that substantially limits one or more of the individuals major life activities, a record of having such an impairment, or being regarded as having such an impairment. “Major life activities” means functions such as caring for oneself, performing manual tasks, walking, seeing, hearing, speaking, breathing, learning, and working.
- C. A “qualified individual with a disability” is an individual with a disability who with or without reasonable accommodations meets the essential eligibility requirements for the receipt of services or the participation in programs or activities provided by the program. Reasonable accommodations may include modifying rules, policies, or practices; the removal of architectural, communication, or transportation barriers, or the provision of auxiliary aids and services.
- D. The program shall make reasonable accommodations in policies, practices, or procedures when the accommodations are necessary to avoid discrimination on the basis of disability, unless the program can demonstrate that making the modifications would fundamentally alter the nature of the service, program, or activity, and/or impose an “undue hardship”. A reasonable accommodation may include: making facilities readily accessible to and usable by individuals with disabilities; job restructuring; part-time or modified schedules; acquisition or modification of equipment or devices, training materials, or policies; etc.
- E. Members may request reasonable accommodations by notifying the Program Coordinator at their service site. Members can expect a response within 10 business days. Approved requests for reasonable accommodations will be expedited within a reasonable amount of time.
- F. **Confidentiality:** Information provided regarding her/his disability, by a potential Member or a Member shall be kept confidential, except that appropriate supervisors, managers, and safety and health personnel may be informed regarding any restrictions in service duties or necessary accommodations. Government personnel may be provided information in compliance with various laws and regulations.
- G. **Self-Identification:** A potential Member or a Member with a disability is not required to disclose information about any physical or mental limitations, whether or not you believe it will interfere with your capability to perform the essential functions of the position sought or held. If you would like, however, for the program, to consider any special arrangements to accommodate a physical or mental impairment, you may identify that impairment, describe the functional limitations that result from that

impairment, and suggest the type of accommodation that you believe would be appropriate. Medical verification of the condition may be requested for the member to be protected under Section 504 of the Rehabilitation Act.

- H. **Grievances:** An individual whose request for an accommodation was denied may use the grievance procedure outlined in Appendix IV of this Member Contract to appeal the decision and/or file a complaint with the Corporation for National and Community Service Equal Opportunity Office within 45 days of the decision or 45 days from when the member becomes aware of the decision.

21. Notice of Non-Discrimination

NACHC operates the Community HealthCorps subject to the nondiscrimination requirements of SEC. 175. [42 U.S.C. 12635]. It is against the law for organizations that receive federal financial assistance from the Corporation for National and Community Service to discriminate on the basis of race, color, national origin, disability, sex, age, political affiliation, or, in most cases, religion. It is also unlawful to retaliate against any person who, or organization that, files a complaint about such discrimination. In addition to filing a complaint with local and state agencies that are responsible for resolving discrimination complaints, you may bring a complaint to the attention of the Corporation for National and Community Service. If you believe that you or others have been discriminated against, or if you want more information, contact:

<p>Jason Patnosh Associate Vice-President, National Director-Community HealthCorps National Association of Community Health Centers 7200 Wisconsin Avenue, Suite 210 Bethesda, MD 20814 Phone: 301-347-0400 Fax: 301-347-0459 Email: jpatnosh@nachc.com</p>	<p>Equal Opportunity Office Corporation for National & Community Service 1201 New York Avenue, NW Washington, D.C. 20525 Phone: 202-606-5000 ext. 312 (voice) TDD: 202-565-2799 Fax: 202-565-2816 Email: eo@cns.gov</p>
---	---

Attached Appendices

- I-Eligibility Verification Form
- II-Member Service Description and Member Assignment Description
- III-Health Insurance Summary
- IV-Community HealthCorps Grievance Procedure

The Member and Program Coordinator hereby acknowledge by their signatures that they have read, understand and agree to all terms and conditions of this contract. (If the member is a minor, the member's parent or legal guardian must also sign.)

Member Signature*

Date

Member Name (Please Print)

Program Coordinator Signature

Date

Program Coordinator Name (Please Print)

Parent/Guardian Signature (if member is a minor)

Date

Parent/Guardian Name (Please Print)

**- Member may not begin service or earn service hours prior to the signature dates above on this member contract.*

***A Site Supervisor signature is not required to execute this contract. The Site Supervisor signature only attests that he/she has received a copy of this member contract.*

Site Supervisor Signature**

Date

Site Supervisor Name (Please Print)

Appendix I – Eligibility Verification Form

Blank Eligibility Verification Forms may be obtained from the Program Coordinator.

The member and Program Site are expected to complete all applicable sections of this form prior to enrollment. Remaining sections are to be completed within two weeks of the return of the results of the criminal history check. The completed form is to be attached here and will be considered a part of this contract.

Appendix II – Member Service Description & Member Assignment Description

Assignment Summary: Community HealthCorps member will:

- Learn and perform activities that enhance services provided by community health agency staff;
- Assist community health center patients and community residents who do not have access to a medical home through education and enrollment in health insurance;
- Work with patients to ensure they keep appointments and follow treatment plans to better use health care services;
- Provide health education to help patients understand how to live a healthy lifestyle;
- Recruit, train, and manage long-term non-AmeriCorps volunteers; and
- Provide services and activities that could not otherwise be performed by employed staff and will not supplant the hiring of, or result in the displacement of, employed staff and/or volunteers.

Requirements: Community HealthCorps member will:

- Attend the Pre-Service Orientation, Prescription for Success, and other required trainings
- Attend regularly scheduled team meetings
- Meet at least once every other week for one hour with site supervisor
- Record data as directed and submit member reports to record progress on activities
- Record hours served and submit signed timesheets as directed
- Within their service activities, shall not discriminate based on race, age, gender, religion or sexual orientation

Expected Program Activities:

Direct Service Activities: Member will perform one or more of the following activities as detailed in the Member Assignment Description:

- **Outreach and Advocacy:** Conduct outreach in the community (i.e. schools, community centers and shelters); and provide education about health insurance eligibility, available health and related programs, and health care options.
- **Enrollment:** Assist individuals with the enrollment process for health programs (i.e. support groups), health insurance plans, and /or pharmaceutical assistance programs.
- **Improve Utilization of Health Services and Programs:** Provide linguistically and culturally appropriate assistance in a language other than English; provide transportation assistance; provide health education in one-on-one or group settings; assist individuals with navigating health and related services/programs; provide positive reinforcement of treatment plans and prevention (behavioral) goals, acting as encourager and empathizer; follow-up as needed (i.e. reminder calls, home visits) to check progress, facilitate further support and give reminders of appointments (i.e. medical, support groups and health education sessions).

Capacity Building Activities: Member will perform one or more of the following activities as detailed in the Member Assignment Description:

- Conducting outreach and securing resources in support of service activities that meet specific needs in the community.
- Helping build the infrastructure of the sponsoring organization, including:

- (i) Conducting research, mapping community assets, or gathering other information that will strengthen the sponsoring organization's ability to meet community needs;
 - (ii) Developing new programs or services in a sponsoring organization seeking to expand;
 - (iii) Developing organizational systems to improve efficiency and effectiveness;
 - (iv) Automating organizational operations to improve efficiency and effectiveness;
 - (v) Initiating or expanding revenue-generating operations directly in support of service activities; and
 - (vi) Supporting staff and board education.
- Developing collaborative relationships with other organizations working to achieve similar goals in the community, such as:
 - (i) Community organizations, including faith-based organizations;
 - (ii) Foundations;
 - (iii) Local government agencies;
 - (iv) Institutions of higher education; and
 - (v) Local education agencies or organizations.

Community Strengthening/Volunteer Development: Member will perform one or more of the following activities as detailed in the Member Assignment Description:

- **Volunteer Recruitment:** Recruit non-AmeriCorps volunteers to serve in on-going and /or one-time community service projects; and establish partnerships with community organizations.
- **Volunteer Training and Management:** Provide training and health education for non-AmeriCorps volunteers; and manage non-AmeriCorps volunteers.
- **Service Projects:** Coordinate and/or participate in community service projects with non-AmeriCorps volunteers.

Member Development: Member will participate in the following activities:

- **Training and Team Building:** Participate in Pre-Service Orientation, required trainings in the Prescriptions for Success curriculum; in-service trainings hosted at the placement site; and outside trainings as needed, with proper approval and documentation to count as training hours (no more than 20% of total hours). Training must be directly related to the service that the member is performing. Training hours earned from coursework (i.e. public health class, GED preparation course, etc.) must be approved by the program coordinator in advance using the Independent Coursework Certification form. An official course description or syllabus, and proof of payment or registration must be attached to the Independent Coursework Certification form and included in the member file. Such independent coursework can be no more than 10% of a member's total hours (e.g., 1700 hours = 170 hours max).

Other Functions: Member will perform the following activities:

- Document and report data/activities, allowable fundraising (maximum of 10% of agreed upon term of service), and other approved activities as detailed in the Member Assignment Description.

Service Expectations:

Service Hours: Member must serve at least 1,700 hours

- Member is responsible for keeping track of their service/training hours and must serve during times agreed upon by the program coordinator and site supervisor.
- If fundraising hours have been pre-approved, they may not exceed 10% of total hours agreed upon in member contract and must be tracked separately on the member's time sheet.
- No more than 20% of the total hours agreed upon in member contract will be training hours (30% for EAO members).
- Member must record and identify their time taken for lunch daily on their time sheet. If for some reason lunch was not taken, the member should note as such on their time sheet. Member must receive a 30 minute break when serving six or more hours in a day, or in accord with state labor laws.
- Member must include documentation of any service/training hours accrued outside of normal health center hours (e.g., weekend health fairs, evening hours, etc).
- Member may receive service hours for travel to service-related activities (not to include commuting to and from usual service site).

Employee or Volunteer Displacement: Members are not allowed to perform any services or duties or engage in activities that would otherwise be performed by an employee as part of the assigned duties of such employee; or otherwise displace employees or volunteers at any time, including when employees/volunteers are sick, on maternity leave and/or have been terminated by the agency.

Prohibited Activities: Member must become familiar and comply with the following prohibited activities:

- Attempting to influence legislation
- Assignments that replace and/or displace employees and/or volunteers
- Voter registration drives by AmeriCorps members is an unacceptable service activity. In addition, Corporation funds may not be used to conduct a voter registration drive.
- Organizing or engaging in protests, petitions, boycotts, or strikes.
- Assisting, promoting or deterring union organizing.
- Impairing existing contracts for services or collective bargaining agreements.
- Engaging in partisan political activities or activities designed to influence the outcome of an election to any public office.
- Participating in, or endorsing, events or activities that are likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected officials.
- Providing or promoting abortions.
- Providing a direct referral for an abortion. A referral consists of a name, address, telephone number, and other relevant factual information, such as what insurance is accepted.
- Engaging in religious instruction; conducting worship services; providing instruction as part of a program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytizing.
- Providing a direct benefit to: a for-profit entity; labor union; partisan political organization; an organization engaged in the religious activities described in the preceding subclause, unless Grant funds are not used to support the religious activities; or a nonprofit entity that fails to comply with the restrictions contained in section 501 (c) (3) of the U.S. Code Title 26.

- Some fundraising activities including: raising funds for his or her living allowance; raising funds for an organization's operating expenses or endowment; writing grant funding applications for AmeriCorps funding or for any other funding provided by the Corporation for National and Community Service; and/or writing grant funding applications for funding provided by any other federal agencies.
- Other activities that the Corporation determines to be prohibited, upon notice to the member.

Cultural Competency: Members are expected to perform their activities in a manner that is culturally sensitive to the community, patients, fellow AmeriCorps members, and other employees/volunteers.

Essential Functions:

- Educate the community about health center services and programs
- Participate in health fairs and other team service activities.
- Take an active role in developing relationships in the health center and in the community (i.e. community-based organizations, volunteer centers, national service programs, AHECs, etc.)
- Perform duties and responsibilities towards meeting the program's performance measures, as detailed in member work plan

Required:

- High school diploma or equivalency (or agreement to pursue one)
- Computer literacy (PC and/or Mac), especially database and web based applications
- A valid state-issued drivers license and current auto insurance, public transportation, or other arrangements to get to and from service site

Preferred:

- Excellent communication skills including public speaking
- Excellent interpersonal skills
- Experience in health care environment
- Experience in volunteering and volunteer management (will train)
- Foreign language speaking skills a plus

Physical Demands: The physical demands described here are representative of those that must be met by an AmeriCorps member to successfully perform the essential functions of this job. Frequent walking and/or standing may be required. Extensive use of the computer may be required. Hands are regularly used to write, type, key and handle or feel small controls. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions of the job.

Member Assignment Description to be attached once finalized

Appendix III – Health Insurance Summary

Corpsmember Healthcare Insurance Plan (July 1, 2011 through June 30, 2012)

Plan pays based on Usual, Customary and Reasonable (UCR) for non-PPO providers' charges.

Deductible	\$100 per Service Year
Out of Pocket Maximum	\$1,000 per Service Year (including deductible)
Per Cause Maximum	\$50,000*
<i>(including motor vehicle injury and sports injury)</i>	<i>* The Plan pays 80% of the first \$4,500 (after the deductible) of allowable charges per covered Injury or Sickness. Thereafter, 100% of allowable charges up to the per cause maximum is payable per covered Injury or Sickness.</i>
Hospital	
Room & Board	80% of semi-private room rate
Intensive Care	80%
Other Hospital Services	80%
Emergency Room	80%
Professional Services	
Office	80%
Surgery	80%
Diagnostic Lab & X-ray	80%
Allergy Injections	80%
Preventive Care	
Routine Care	80% (deductible waived); \$150 maximum
Mammogram/Pap Smear	100% (deductible waived)
Physiotherapy	
Inpatient	80%
Outpatient (incl. chiropractic)	80%, \$500 maximum for all combined benefit periods
Mental Health	
Inpatient	80%, 60 day maximum
Outpatient	75% for the first 40 visits, 60% thereafter
Chemical Dependency	
Inpatient	80%, 60 day maximum
Outpatient	80% for the first 40 visits, 60% thereafter
Injury to Teeth	80%, \$200 maximum per tooth
Ambulance	80%
Prescription Drugs <i>(including oral contraceptives)</i>	80% - Prescriptions must be purchased at the pharmacy (limited to a 90 day supply per visit) and then filed with Summit America for payment.
Durable Medical Equipment	80%
Preexisting Conditions	Subject to above provisions; \$5,000 maximum in first 12 months
Provider Network	PHCS and/or MultiPlan (not required); Discounted prices for network doctors and billing is submitted for patient
AD&D	\$10,000 Principal Sum

Appendix IV: Community HealthCorps Member Grievance Procedure

In accordance with 42 U.S.C. 12636 and implementing regulations at 45 C.F.R. 2540.230, the following grievance procedures have been established by the AmeriCorps program to deal with grievances filed by members.

Prior to initiating the formal written grievance procedure, the member should refer the complaint to his/her immediate supervisor and program coordinator who will attempt to resolve the complaint.

The member can file a written grievance at any time (including before or while attempting mediation), **within one year** of the alleged occurrence of improper order, action, or event (except for a grievance that alleges fraud or criminal activity). It is preferred that a grievance be filed no later than 60 days after the date of the alleged occurrence.

The written grievance must contain a summary of the event and the member's position. Grievances should be submitted to the Program Coordinator in writing. If the Program Coordinator is a party to the grievance, the Program Coordinator must arrange for an appropriate Human Resource Officer at the site to coordinate this process.

Should the member decide to file a grievance, the following options are available for settling a grievance:

Option 1: Optional Alternative Dispute Resolution (ADR). As a first option, a member may choose to have the operating site designate a neutral party to resolve the complaint. Please read the ADR section below regarding specific guidance and time limits for ADR process.

Option 2: Grievance Hearing. A member may choose a grievance hearing to resolve the complaint. A written request for such a hearing must be made in writing to the Program Coordinator. Please read the Grievance Hearing section below regarding specific guidance and time limits for the grievance hearing and the grievance hearing decision.

Option 3: Binding Arbitration. Binding Arbitration is available to the member only if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the initial grievance. Please read the Binding Arbitration section below regarding specific guidance and time limits for arbitration proceedings.

Optional Alternative Dispute Resolution (ADR)

ADR must be selected within 45 days of the underlying dispute. If a member chooses ADR as a first option, a neutral party designated by the Program Site will attempt to facilitate a mutually agreeable resolution. The neutral party must not have participated in any previous decisions concerning the issue in dispute. ADR is confidential, nonbinding, and informal. No communications or proceedings of ADR

may be referred to at the grievance hearing or arbitration stages. The neutral party may not participate in subsequent proceedings.

If ADR is chosen by the member, the deadlines for convening a hearing and for a hearing decision (30 and 60 days, respectively), are deferred until the conclusion of ADR. At the initial session of ADR, the neutral party must provide written notice to the member of his or her right to request a hearing. If ADR does not resolve the matter within 30 calendar days, the neutral party must again notify the member of his or her right to request a hearing. At any time, the member may decline ADR and proceed directly to the hearing process.

Grievance Hearing

A member may request a grievance hearing without participating in ADR or if the ADR process fails to facilitate a mutually agreeable resolution. The member should make a written request for a hearing to NACHC through the National Director-Community HealthCorps (JPatnosh@nachc.com) with a copy to the Program Coordinator and the CEO/ED of the Program Site. Except for a grievance that alleges fraud or criminal activity, a request for a grievance hearing must be made within one year after the date of the alleged occurrence. At the time a request for a hearing is made, the program should make available to the member and to NACHC, the information that it relied upon in its disciplinary decision.

NACHC will assign a hearing official who will determine what information will be necessary to decide the disputed issues during the hearing process and an investigation should be commenced immediately. The person conducting the hearing may not have participated in any previous decisions concerning the issue in dispute. A hearing must be held no later than 30 calendar days after the filing of the grievance.

A written decision will be prepared by the hearing official explaining the ruling and issuing the decision to the member, the Program Coordinator, and any other individual named in the grievance no later than 60 calendar days after filing. With the exception of a written and agreed upon ADR, the proceedings, and all related information and documentation, must be stored in a secure file and kept confidential.

Binding Arbitration

A member may request binding arbitration, if a grievance hearing decision is adverse or if no decision is made within 60 days of the filing of the grievance. The arbitrator must be independent and selected by agreement of both parties. If the parties cannot agree on an arbitrator, the Corporation for National and Community Service's Chief Executive Officer (CEO) will appoint an arbitrator from a list of qualified arbitrators within 15 business days after receiving a request from either party.

An arbitration proceeding must be held no later than 45 calendar days after the request for arbitration or no later than 30 calendar days after the appointment of an arbitrator if such appointment is made by the Corporation's CEO. An arbitration decision will be made no later than 30 calendar days after the commencement of the arbitration proceeding.

The cost of the arbitration proceeding, including the arbitrator's fees, will be divided evenly between the parties to the arbitration. If, however, the member prevails in the binding arbitration proceeding, the

Program Site must pay the total cost of the proceeding and reasonable attorney's fees of the prevailing party incurred in connection with the ADR proceeding, if applicable.

If a grievance is filed regarding a proposed placement of Member in a program or project, such a placement must not be made unless the placement is consistent with the resolution of the grievance.

A lawsuit to enforce arbitration awards may be brought in any Federal district court having jurisdiction over the parties without regard to the amount in controversy or the party's citizenship.