



**MEMORANDUM OF UNDERSTANDING  
for Management of the  
Corporation for National and Community Service - AmeriCorps\*VISTA Program**

This document defines the responsibilities of the **National Association of Community Health Centers** at 7200 Wisconsin Avenue Suite 210 Bethesda, MD 20814 (hereinafter referred to as the “Sponsor”, or NACHC) and the Project Station, at (hereinafter referred to as the “Project Station”) with respect to the assignment of the Community HealthCorps\*VISTA member(s) (hereinafter referred to as “VISTA member(s)”) listed in Appendix -**Assigned VISTA Member(s)** to this memorandum, to perform services to strengthen and supplement efforts to eliminate poverty and poverty-related human, social and environmental problems as specified in the Community HealthCorps\*VISTA Project Station Application and VISTA Assignment Description(s). The obligations of the parties hereto are subject to the terms and conditions of the Memorandum of Agreement between the Corporation for National and Community Service (hereinafter referred to as “CNCS”) and the Sponsor, which take effect on , which is incorporated herein by reference, and federal laws and regulations and CNCS policies applicable to the project, or which may become applicable to it subsequent to the execution of this Agreement.

**1) NACHC Responsibilities and Guidelines**

- a) Comply with the 2010-11 provisions of the Memorandum of Agreement between the CNCS and NACHC.
- b) Assist Community HealthCorps\*VISTA Project Stations in developing - VISTA Assignment Descriptions (hereinafter referred to as “VAD”) for each assignment. The approved VAD is included as **Appendix** -**VISTA Assignment Description(s)**.
- c) Assist in the provision of pre-service and in-service training as specified in the Project Station Application and as deemed necessary.
- d) Subject to project station input, assign VISTA members to Project Stations, matching interests and skills with tasks to be accomplished in the approved VAD in the Project Station Application.
- e) Provide support and supervision to VISTA members in administrative matters such as project assignment.
- f) Retain full responsibility for the management and fiscal control of the project.

- g) Transfer a VISTA member from one placement to another consistent with the project and Project Station needs.
- h) Assess the Project Station (annually or more frequently as needed) to determine its risk to the national program. Risk assessments will look at all aspects of the program (member management, communications with NACHC, timeliness of reporting, program design, etc). Risk will be assessed as “high”, “moderate”, or “low”. Based on the outcome of the risk assessment, Program Sponsors will be placed on a monitoring plan that includes a site visit, desk audits of files, phone interviews, specific corrective actions to demonstrate improvement and additional technical assistance of varying degrees. Program Sponsors scored as “high” risk across consecutive years may be asked to reduce the size of their program and/or leave the program.
- i) Provide the Project Station (as deemed necessary and appropriate by NACHC) with reasonable support and technical assistance regarding the Project Station’s responsibilities set forth in this Agreement, including, but not limited to, the resolution of any financial or programmatic problems which may jeopardize the Project Station's compliance with applicable Program requirements, which may cause financial instability or impact the quality of services, and/or which may otherwise constitute cause for termination of this Agreement. The provision of such technical assistance does not, however, relieve or reduce the Project Station’s responsibility for compliance with the terms and conditions of this Agreement including compliance with the AmeriCorps Provisions.

## 2) Project Station Responsibilities and Guidelines

### I) Assignment Development and Management

- a) Provide an acceptable VAD for each VISTA position prior to the assignment of the VISTA members. Any revisions to the VAD throughout the year must be approved by NACHC before changes are implemented.
- b) Contribute cost share of \_\_\_\_\_, a small portion of the cost for hosting each VISTA member based on the budgeted member living allowance for the full project year and administrative costs. NACHC will send the Memorandum of Understanding on or before 30 days of the member’s start date. NACHC will send an invoice for the cost share on a quarterly basis. Invoice payments will be due within **30 days** of the invoice date; and checks must be made payable to the National Association of Community Health Centers

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NACHC  
 ATTN: National Director-Community HealthCorps  
 7200 Wisconsin Avenue, Suite 210  
 Bethesda, MD 20814

- c) The Program Sponsor will submit and maintain an internal budget for the program that covers the necessary costs to ensure that the applicable parts of sections 2 and 3 of this MOU are fulfilled, and any other program related costs.
- d) Provide day-to-day supervision of the activities of the VISTA member(s). All site supervisors must sign the Site Supervisor Agreement which details the site supervisor's roles and responsibilities. A copy of the Site Supervisor Agreement is included as **Appendix -Site Supervisor Agreement** (it is not necessary to sign the version included in the appendix, it is just a reference).
- e) Provide materials and supplies related to the performance of assignments and adequate working space, access to a computer with internet, phone with voice mail, fax and necessary office supplies to permit VISTA member(s) to perform their assigned duties.
- f) Comply with Section 504 of the Rehabilitation Act of 1973 as amended, and the Americans with Disabilities Act of 1990, and CNCS regulations at 45 CFR Part 1232 when sponsoring a VISTA member with a disability.
- g) Participate in Site Supervisor orientation offered by NACHC and/or the CNCS.
- h) Participate in technical assistance and monitoring meetings, including in-person and telephone sessions, as requested by NACHC and/or the CNCS.
- i) Pledge not to offer VISTA member employment at project station or associated organization until after the member completes the term of service.
- j) Allow NACHC and the CNCS, through their authorized representatives, at all reasonable times, to make scheduled site visits at times mutually agreeable to NACHC and Project Station to review and evaluate the Project Station's records, accomplishments, organizational procedures, and financial control systems; to conduct interviews; and to provide technical assistance as required. All such site visits will be conducted in such a manner as will not unduly disrupt the Project Station's operations. Project Station also agrees that NACHC and the CNCS have the right to request files for review offsite. Files may be requested to be submitted electronically.
- k) Participate in Community HealthCorps-related training, quality assurance initiatives and compliance programs as directed by NACHC.

## **II) Project and/or VISTA Member Prohibited Activities**

The Project Station agrees to ensure project or member activities do not:

- a) Result in the participation in projects with partisan or non-partisan political activities, including voter registration activities (partisan and/or non-partisan), or providing voters transportation to the polls.

- b) Assign VISTA members to activities that would result in the firing of or result in the displacement of employed workers, or impair existing contracts for services.
- c) Accept, or permit the acceptance of compensation from the VISTA member(s) or from beneficiaries for the service of the VISTA member(s).
- d) Approve the involvement of any VISTA member assigned to it in planning, initiating, participating in, or otherwise siding or assisting in any demonstrations whatsoever.

### **III) VISTA Member Training, Assessment and Development**

- a) Cooperate with the NACHC in implementing the individual career development plan for each VISTA member(s).
- b) Conduct performance reviews of the VISTA member(s) at the 90-day, six month and 11 month mark of the VISTA's term of service, including discussion with the member(s); and submit each review to the VISTA Project Coordinator.
- c) Monitor progress towards accomplishing project milestones, and reviewing reports in a timely manner for VISTA member(s) on a monthly basis.
- d) Allow VISTA member(s) to participate in local emergency disaster relief efforts if needed.
- e) Allow VISTA member(s) to participate in service projects such as Martin Luther King Holiday, National Volunteer Week, Make A Difference Day, National AmeriCorps Week; and NACHC sponsored service events.
- f) Design and submit to NACHC an On-site Training and Orientation (OSOT) Plan.
- g) Notify NACHC immediately regarding unscheduled changes of status and conditions of VISTA member(s), such as arrests, hospitalizations, and/or extended absences.
- h) Approve VISTA member(s) timesheets in the OnCorps reporting system on a timely basis (within three business days of submission by the member).
- i) Allow the VISTA member(s) to participate in regional and national trainings organized by NACHC and its partners.

### **IV) VISTA Member Discipline**

- a) For all disciplinary issues that arise during service the Project Station is to follow the steps laid out in the VISTA Member Contract, as signed by the VISTA member, Project Station and NACHC. **No action should be taken with the VISTA member without prior approval from NACHC.** In situations where the VISTA member is under the influence of drugs or alcohol, showing signs of dangerous or violent behavior, or has violated any personnel regulations of the

Project Station, the Project Station may request that the VISTA member leave the site immediately, then the Project Station is responsible for contacting NACHC immediately.

- b) Project Stations and NACHC do not have the legal jurisdiction to terminate a VISTA member from the program. The sole responsibility of terminating or transferring a member rests with the CNCS. Removal of a VISTA member from the Project Station may be requested in writing and supported by a statement of reason from NACHC. A request for removal of a member, including a written statement addressing the circumstances of the situation, must be submitted to the CNCS State Program Specialist who will, in turn, notify the member of the request. The State Program Specialist, or designee, after discussion with the member, will attempt to resolve the situation within 15 days with the Sponsoring Organization. If the situation is not resolved, the member will be removed from the project and be placed on Administrative Hold status for up to 30 days. A member will continue to receive his/her living allowance as appropriate while in an Administrative Hold status. The Project Station must continue to contribute matching funds associated with the VISTA member and will not be reimbursed for any such funds while member is in an Administrative Hold status.
- c) Maintain such records and accounts, and make such reports and investigations, concerning matters involving VISTA members and the project as the CNCS may require. The Project Station agrees to retain such records as the 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 the CNCS for the purpose of litigation, audit, or examination.

### **3) Joint Responsibilities**

Both parties to this Memorandum of Understanding shall:

- a) Make every reasonable effort to ensure that the health and safety of the VISTA members are protected during the performance of their assigned duties. Neither the Sponsor nor the Project Station shall assign or require VISTA members to perform duties which would jeopardize their safety or cause them to sustain injuries.
- b) Ensure that the VISTA member primarily conducts indirect services, and submitted monthly reports to NACHC as outlined in the approved VISTA Assignment Description.

### **4) Non-Discrimination**

No person with responsibilities in the operation of the project shall discriminate against any VISTA member, or member of the staff of, or beneficiary of the project, with respect to any aspect of the project. Persons agree not to discriminate on any legally recognized basis including, but not limited to: race, religion, color, national origin, sex, age, physical or mental disability, political affiliation, veteran status or military service, marital/ parental status, pregnancy, sexual orientation and community or social affiliation.

**5) Program Prohibitions**

The Project Station agrees that no HealthCorps\*VISTA member assigned under this Agreement shall participate in and/or with funds from the CNCS be used in, the following activities when they would result in the identification of such programs with:

- a) Partisan and non-partisan political activities, including voter registration.
- b) Direct or indirect attempts to influence passage or defeat of legislation or proposals by initiative petition.
- c) Labor or anti-labor organization or related activities.
- d) Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.
- e) Participate in the direct referral or offering of abortion services.

**6) Modifications**

This Memorandum of Understanding may be amended at any time by an Agreement in writing executed by authorized representatives of the Sponsor and the Project Station.

**7) Duration**

This Agreement shall become effective on \_\_\_\_\_ (*Member's 1<sup>st</sup> day of service*) and shall terminate one year later, subject, however, to the terms of the paragraphs entitled "Duration" and "Termination" in the Memorandum of Agreement between the CNCS and NACHC cited above.

**8) Termination**

Project Station can terminate at will with 30 days written notice. Any termination of the Memorandum of Agreement between the Sponsor and the Corporation will result in the termination of all provisions of this Memorandum of Understanding except reporting and match responsibilities as deemed necessary by the Sponsor.

**SPONSOR:**

**PROJECT STATION:**

By: \_\_\_\_\_  
(Signature)

By: \_\_\_\_\_  
(Legally Authorized Representative's Signature)

Title: Associate Vice President/  
National Director-Community HealthCorps  
NACHC

Title: \_\_\_\_\_

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

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

Please identify the primary contact persons for fulfillment of this agreement:

**Project Station Representatives**

	<b>Programmatic Contact</b>	<b>Fiscal Contact</b>
<b>Name</b>		
<b>Title</b>		
<b>Email</b>		
<b>Phone</b>		

## Appendix 3-Assigned VISTA Members

<u>VISTA Member</u>	<u>Project Station</u>	<u>Start Date</u>	<u>End Date</u>	<u>Supervisor</u>
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