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# AmeriCorps\*VISTA/ Healthy People Expansion Project Host Site Agreement 2014–2015

This Agreement is between the Oregon Health Authority-Public Health Division, sponsor of the AmeriCorps\*VISTA/ Healthy People Expansion Project (hereinafter referred to as the "Project") and Yamhill County Public Health (hereinafter referred to as the "Host Site"). The Project, through its partnership with the Corporation for National and Community Service (hereinafter referred to as "CNCS"), with the assistance and acceptance of the Host Site will assign AmeriCorps\*VISTA member(s) (hereinafter referred to as the "Member") to the Host Site for the purpose of performing service to strengthen and supplement efforts to strengthen the Healthy Communities programs within the Local Public Health Departments.

This Agreement is in effect for the period April 21, 2014, through April 21, 2015, and is based on an approved project application, submitted by the Host Site, which provides for the service activities that will be performed by the Member. The approved project application is incorporated into this Agreement by reference.

## 1. CNCS RESPONSIBILITIES

1. Provide Pre-Service Orientation for all Members before Service begins an In-Service Training (IST) opportunity later in the service period.
2. Provide Members, who so request, with a health benefits plan during the service period.
3. Provide Members with child care benefits if the Member qualifies for such coverage during the service period.
4. Provide Members with a post-service educational award of \$5,350 OR a \$1,500 post-service stipend at the successful completion of the service period.
5. Provide Members with a bi-weekly stipend of: in the Portland Metro area a member will receive \$11,352 for the year. These are divided into payments of \$436.61 every two weeks over a 26 week period. Everywhere else outside of Portland metro, the allowance is \$11,136 for the year, divided into payments of \$428.31 every two weeks for 26 weeks.
6. Provide Members for physically relocating over 50 miles for a service placement with a relocation allowance of up to \$550. A member will also receive a baggage and travel allowance, based on direct mileage between his/her home of record and site, of \$0.34 per mile, rounded down to the nearest hundred miles, not to exceed \$1000.
7. Student loan forbearance or deferment while in service.

## 2. PROJECT'S RESPONSIBILITIES

1. Provide Host Site with help in the recruitment, screening and selection of applicants.
2. Provide extensive training and orientation for the Members before placement at the Host Site. This training will include Healthy People Expansion Project overview, Wellness Committee overview, Public Health overview, MRC, Accreditation, leadership skills, meeting facilitation and computer-based training that may be important for the OHA VISTA Partnership Project.
3. Provide Host Sites with training materials including participant manuals.

4. Provide transportation reimbursement for Members when travelling for official state training, service projects or meetings.

### **3. THE HOST SITE'S RESPONSIBILITIES**

#### **A. The Host Site agrees to:**

1. Provide a cash match of \$ 13,136 for funding of the VISTA member.
2. Assign a supervisor for the Member.
3. Provide the Member with administrative support, which includes, but is not limited to: office space and equipment, class materials, use of a copier, e-mail, telephone, and fax machine.
4. Require that each assigned Member activity is in compliance with all Federal laws and regulations described in sections 4, 5 and 7 of this agreement.
5. Submit Member Performance Reviews during a Site Visit after the 6th month of the term of service and a final evaluation at the end of the term of service. These reviews must indicate the service activities performed by the Member, how well the Member performs their duties, and the impact of the Member's service on the Program and community served.
6. Allow the Member time to attend Project-sponsored training and service events.
7. Assist the Member by:
  - a. introducing the Member to community partners with whom the local health department or sponsoring agency works.
  - b. establishing and promoting the role of the Member to local health department or sponsoring agency and partners.
  - c. providing orientation and in-service training when appropriate.
8. Make every reasonable effort to ensure that the health and safety of the Member is protected during the performance of their assigned duties. The Host Site will make every reasonable effort not to assign or require the Member to perform duties which would jeopardize their safety or cause them to sustain injuries.
9. Immediately inform the Project Supervisor, who will contact CNCS, of any conduct by the Member which undermines their effectiveness or interferes with their ability to perform, such as resignations, arrests, excessive or unexcused absences, hospitalizations, poor service performance, or being under the influence of alcohol and drugs.
10. Maintain records and make reports and investigations concerning matters involving the Member as the Project may require. The Host Site agrees to retain such records for a period of five years after the completion or termination of the Member placement and to provide access to such records to the Program.
11. Certify that the Member served the hours listed and performed program activities during the hours listed on the monthly Service Report.
12. Ensure that the Member's work is consistent with the program's mission and position description.
13. Host Site Supervisor will agree to attend the State AmeriCorps\*VISTA Supervisor training on April 7, 2014 in Portland or another agreed upon date.
14. Ensure that the Member's work is not displacing paid employees' work duties.

15. Allow AmeriCorps\*VISTA members to participate in any organized Days of Service, e.g., 9/11 National Service Day, Martin Luther King Jr. Holiday, César Chávez Day and National Volunteer Week (in April) or state training/ VISTA in person monthly meetings.
- B. If the Host Site is not satisfied with the Member's performance, the Site may request in writing to the Project Supervisor, who will contact CNCS, that the Member be removed from their placement, in accordance with CNCS policies and procedures, by indicating and documenting the reasons for such a removal.
- C. The Host Site agrees that the Member will not engage or participate in the following activities on AmeriCorps\*VISTA time:
  1. Serving as an administrative or executive assistant to any staff member, Host Site, or its affiliates.
  2. Engaging in political activities such as lobbying or advocacy.
  3. Activities intended to influence legislation.
  4. Organizing protests, petitions, boycotts, or strikes.
  5. Engaging in partisan political activities or any activities designed to influence the outcome of an election to any public office.
  6. Providing a direct service for any for-profit organizations.
  7. Labor or anti-labor organization or related activities.
  8. Religious instruction, worship services, proselytization, or any other religious activity as an official part of their duties.
- D. The Host Site further agrees not to:
  1. Assign the Member to activities that would result in the displacement of an employee, including partial displacement such as a reduction of hours, wages, or employment benefits.
  2. Accept compensation for the Member's service.

#### **4. NONDISCRIMINATION**

The Host Site will not discriminate against a participant or staff member in its project because of race, color, national origin, sex, political affiliation, and/or disability if the participant or member is a qualified individual with a disability.

#### **5. SEXUAL HARRASSMENT**

Sexual harassment is a form of discrimination based on sex, which is prohibited as addressed directly above. The Host Site, depending on the circumstances is responsible for ensuring compliance with the prohibition against sexual harassment and for taking corrective action and/or disciplinary action if violations occur. Any such harassment issues must be immediately brought to the attention of the Project Supervisor, who will work with CNCS and the Host Site to resolve any such issues. Such sexual harassment violations include:

- (1) Acts of "quid pro quo" sexual harassment where a supervisor demands sexual service benefits, regardless of whether the Host 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 intimidating, hostile or offensive service environment.

- (3) Acts of sexual harassment toward fellow AmeriCorps\*VISTA members or non-employees, where the Host Site. Its agents or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.

**6. DELEGATION**

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

**7. SUPPLEMENTAL PAYMENTS PROHIBITED**

Monetary subsistence allowances provided to AmeriCorps\*VISTA members are designed to permit Members to live at or below the economic level of the persons served, as required by law. Host Sites are strictly prohibited from supplementing these allowances and must assure that others, such as partner organizations do not do so.

**8. AMENDMENTS**

This document may be amended by an agreement in writing executed by authorized representatives of the Host Site and the Project.

**9. TERMINATION**

A. This Agreement can be terminated:

- 1. By mutual agreement of the parties; or
- 2. By either party giving 30 days written notice prior to the effective date of the termination.

B. The Program may, with 5 days written notice, suspend or terminate the Agreement in whole or in part whenever the Program determines there is a material failure or threat of failure to comply with the applicable terms and conditions of the Agreement.

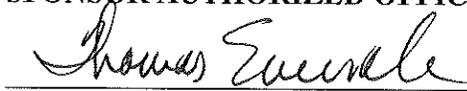
In witness whereof, the parties whose signatures appear below attest to having the authority to enter into such agreements.

**HOST SITE AUTHORIZED OFFICIAL**

  
\_\_\_\_\_  
(Signature)

Name: SILAS HALLORAN STEINER Title: HHS DIRECTOR

**SPONSOR AUTHORIZED OFFICIAL**

  
\_\_\_\_\_  
(Signature)

Name: Thomas Eversole Title: \_\_\_\_\_  
~~Layne Bailey~~

*Public*  
Center for Health Practice, Center Administrator  
Interim Deputy Director  
Public Health Division  
Oregon Health Authority

Approved As To Form  
  
by \_\_\_\_\_  
Christian Boensch  
County Counsel  
Yamhill County

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Accepted by Yamhill County  
Board of Commissioners on  
3/20/14 by Board Order  
# 14-157