

**HOST AGENCY AGREEMENT OF PARTICIPATION  
AIDS UNITED AMERICORPS PROGRAM**

**I. PURPOSE**

It is the purpose of this agreement to outline the terms, conditions, and rules regarding the participation of [AGENCY NAME] (hereinafter referred to as the "HOST AGENCY") in the AIDS United AmeriCorps Program (hereinafter referred to as the "PROGRAM") and the service of an AmeriCorps Member (hereinafter referred to as the "MEMBER") in the HOST AGENCY. In all situations, the HOST AGENCY is encouraged to contact its City Supervisor whenever it is doubtful about program rules and requirements. We ask that you assist us in maintaining the highest possible standards to ensure that this program continues to be a success.

**II. ELIGIBILITY**

The HOST AGENCY must be classified as a 501(c)(3) or otherwise designated non-profit organization, public agency, institution of higher education, or a faith-based institution. By signing this agreement, the HOST AGENCY certifies that it has been classified as a 501(c)(3) or otherwise designated as a non-profit organization, public agency, institution of higher education, or faith-based institution.

**III. LENGTH OF PARTICIPATION**

The HOST AGENCY'S participation begins with the arrival of the MEMBER at the HOST AGENCY no later than the fourth week of August 2013 and ends no later than July 31, 2014. The term of this PROGRAM is limited by the terms of the AIDS United's grant from the Corporation for National and Community Service. AIDS United's grant period begins October 1, 2013 and ends on September 30, 2014. The PROGRAM member service period begins August 1, 2013 and ends July 31, 2014. If the AIDS United's grant is extended, the HOST AGENCY may choose to apply to continue participation in the PROGRAM.

**IV. FINANCIAL RESPONSIBILITIES OF THE PROGRAM**

**A. No Replacements or Reimbursement of Fees for Released Members**

The HOST AGENCY understands that if either the HOST AGENCY or the PROGRAM releases a MEMBER from the placement for any reason, the PROGRAM is under no obligation to find a replacement MEMBER for the HOST AGENCY. The PROGRAM is also under no obligation to reimburse the HOST AGENCY for any portion of the MEMBER match payment.

The HOST AGENCY further understands that this policy applies to all forms of releases, including situations where MEMBERS are released "for cause" after voluntarily leaving the PROGRAM.

**B. Insurance and Living Allowances for Members**

The HOST AGENCY understands that the PROGRAM is responsible for the health insurance, worker's compensation insurance, and living allowance of the MEMBERS. The HOST AGENCY also understands that it is responsible for obtaining liability insurance for the MEMBERS (see Section VII, Part F, Number 2).

**V. SITE VISITS BY THE PROGRAM**

The HOST AGENCY agrees to participate in site visits conducted by the PROGRAM and the City Supervisor.

**VI. COMPLIANCE WITH LEGAL POLICIES**

By signing this Agreement, the HOST AGENCY agrees to comply with the following legal policies:

**A. Non-Discrimination**

HOST AGENCY shall comply with the non-discrimination requirements as imposed by the Corporation for National and Community Service attached as Appendix A.

**B. Professional Conduct**

The HOST AGENCY must prohibit all forms of harassment on the basis of any protected characteristic. This includes verbal, visual, and physical harassment. Both MEMBERS and the HOST AGENCY'S staff are expected to follow professional standards of conduct, and to treat one another and others with whom they come in contact in the workplace and in performing related duties with civility, courtesy, and mutual respect.

**C. Americans with Disabilities Act (ADA)**

1. The HOST AGENCY will not discriminate against MEMBERS with physical or mental disabilities.
2. The HOST AGENCY will reasonably accommodate the known physical or mental disabilities of qualified MEMBERS as recognized by the ADA to enable them to perform essential functions of the job, unless such accommodation would impose an undue hardship on the operation of the organization. It is the MEMBER'S responsibility to notify the HOST AGENCY of the need for a reasonable accommodation and to provide medical documentation upon request.
  - a. Reasonable accommodations are:
    - (i) Modifications or adjustments to a job application process that enable a qualified applicant with a disability to be considered for the position such qualified applicant desires; or
    - (ii) Modifications or adjustments to the work environment, or to the manner or circumstances under which the position held or desired is customarily performed, that enable an individual with a disability who is qualified to perform the essential functions of that position; or
    - (iii) Modifications or adjustments that enable a covered entity's employee with a disability to enjoy equal benefits and privileges

of employment as are enjoyed by its other similarly situated employees without disabilities.

3. Reasonable accommodation may include but is not limited to:
  - a. Making existing facilities used by employees readily accessible to and usable by individuals with disabilities; and
  - b. Job restructuring; part-time or modified work schedules; reassignment to a vacant position; acquisition or modifications of equipment or devices; appropriate adjustment or modifications of examinations, training materials, or policies; the provision of qualified readers or interpreters; and other similar accommodations for individuals with disabilities.
4. Funding is available through the PROGRAM to assist the HOST AGENCY with providing reasonable accommodation to MEMBERS.

## **VII. PHOTOGRAPHY, VIDEO, AND FILM RIGHTS**

The HOST AGENCY understands and agrees that any photograph, video or film taken of the HOST AGENCY in conjunction with AmeriCorps can be used by the PROGRAM and/or the Corporation for National and Community Service without the HOST AGENCY'S express permission. The HOST AGENCY further agrees that it waives any rights to royalties that could possibly be received from photographs video, or film taken in conjunction with AmeriCorps.

## **VIII. MEMBER MANAGEMENT**

The HOST AGENCY agrees to carry out the following responsibilities related to the management of MEMBERS:

### **A. Work Space and Supplies**

The HOST AGENCY agrees to provide the MEMBER with the basic office supplies and needs in accordance with what is commonly provided to other staff and volunteers of the HOST AGENCY. Such supplies would likely include: desk space, writing supplies, and use of a computer, phone, and other office equipment.

### **B. Service Activities**

#### **1. Position Description**

The HOST AGENCY agrees to provide the MEMBER with a detailed position description that provides for meaningful direct service activities and performance criteria appropriate to the skill level of the MEMBER.

The HOST AGENCY further agrees that it will uphold the MEMBER'S position description by doing the following:

- a. Placement-specific training and orientation, including review of the AmeriCorps Risk-Management Checklist provided by the PROGRAM during the first week of service at the HOST AGENCY;
- b. Ongoing supervision, including eleven (11) total, monthly supervisory meetings between the MEMBER and their direct supervisor and additional coaching and mentorship as necessary;
- c. Meaningful **direct service** opportunities to fill approximately 32 hours of service per week for the duration of the program member service period. Direct Service includes service with clients who are the recipient of HIV/AIDS outreach, prevention, or care activities. Direct service can also include service on behalf of clients, such as preparation for outreach/prevention services, maintaining client files, managing volunteers, or arranging client services.
- d. Not assigning administrative work unless it is of direct relevance to the MEMBER's approved direct service activities as outlined in their position description.

## **2. Obligatory Service Days**

"Fifth Day" attendance is required by MEMBERS. As such, the HOST AGENCY agrees to allow the MEMBER(S) to spend one service day a week conducting team activities. In addition, the HOST AGENCY understands that the MEMBER(S) will have other service obligations, including participation in National Days of Service and HIV/AIDS Awareness Days. In such situations, the HOST AGENCY agrees to allow MEMBER(S) to participate in the planned group events.

## **3. Prohibited Activities**

The HOST AGENCY understands that MEMBERS are prohibited from performing certain activities when counting MEMBER hours or while representing the PROGRAM. MEMBERS may only participate in prohibited activities on their own time, at their own expense, and at their own initiative. MEMBERS may not wear AmeriCorps service gear in such instances. A list of prohibited activities is provided at Appendix B.

### **C. Training**

The HOST AGENCY agrees to orient the MEMBER(S) to its organization, the local HIV service community, and the larger geographic community.

The HOST AGENCY further agrees to provide any training for MEMBER(S) that is deemed necessary to accomplish service tasks outlined in the position description and which is not covered by the PROGRAM. HOST AGENCY also agrees to be responsible for any fees associated with this training.

### **D. Maintaining Records**

The HOST AGENCY agrees to maintain accurate records and reports of matters concerning the MEMBER, including time sheets, documentation of disciplinary actions, etc.

Timesheets need to be completed by the MEMBER(S) and approved by the HOST AGENCY supervisor by the 10th of each month following the end of a pay period and prepared in accordance with the following guidelines:

1. Timesheets should include only hours actually served.
2. In the event that the office is closed due to inclement weather, etc. that particular day should be left blank.
3. Host Agency supervisors are to approve hours MEMBERS spent during Fifth Days. These hours will also be monitored at the team and national level.
4. Hours MEMBERS spend voting for local, state, and national elections can be counted as service hours on their timesheet.

**E. Supervision and Performance Evaluations**

The HOST AGENCY agrees to accept the responsibility of day-to-day supervision of the MEMBER(S) in accordance with the internal policies of the HOST AGENCY.

The HOST AGENCY agrees to perform twice yearly reviews of MEMBER performance (mid-year and end-of-year) in accordance with PROGRAM specifications.

**F. Financial Responsibilities**

**1. Reimbursements**

THE HOST AGENCY agrees to reimburse the MEMBER(S) in accordance with the HOST AGENCY travel reimbursement policy if the HOST AGENCY requires that the MEMBER drive his/her own vehicle for work purposes other than regular commute travel.

**2. Liability Insurance**

The HOST AGENCY agrees to provide sufficient liability insurance to protect the HOST AGENCY and MEMBER(S). MEMBER(S) engaged in both on-site and off-site program activities must be covered, including for activities that include transporting employees, volunteers, and/or other MEMBER(S).

**G. National Evaluation Activities**

The HOST AGENCY agrees to participate in a timely manner in all national evaluation activities.

**H. Labor Union Concurrences**

The HOST AGENCY agrees to obtain a labor union concurrence when there are union employees in the area engaged in the same or similar work to that being proposed by the PROGRAM.

**IX. COOPERATION WITH OPERATING SITE**

**A. Cooperation With City Supervisor**

**1. Submission of Documents**

The HOST AGENCY agrees to complete and submit the following documents to its City Supervisor by [DEADLINE]:

- a. Host Agency Application and Member Position Description;
- b. Signed Host Agency Agreement; and
- c. AmeriCorps Risk Management Checklist (requires that HOST AGENCY discuss all agency policies and procedures with the MEMBER).

**2. Member Information**

The HOST AGENCY agrees to immediately inform the City Supervisor in writing of any MEMBER performance or conduct issues, death, or serious injury. The HOST AGENCY agrees that MEMBER performance or conduct issues will be addressed jointly by the City Supervisor and the HOST AGENCY.

**B. Site Visits**

The HOST AGENCY agrees to participate in two (2) site visits per program member service year from the City Supervisor.

**C. Notification of Changes in Supervision**

The HOST AGENCY agrees to notify Operating Site Staff of changes in HOST AGENCY supervision within five (5) business days of occurrence.

**X. PROHIBITED ACTIVITIES FOR HOST AGENCIES**

The HOST AGENCY agrees that it may not do the following:

**A. Supplement Member Living Allowances**

Host Agencies are prohibited from supplementing the living allowances of their MEMBERS. To that end, the HOST AGENCY agrees that it will not compensate the MEMBER for costs incurred by the MEMBER in traveling to and from the HOST AGENCY or costs incurred by the MEMBER for personal transportation (including public transportation).

However, transportation reimbursement for costs directly related to service (other than to/from HOST AGENCY service site), such as making a food or service delivery, are permitted.

**B. Accept Compensation for Service**

Host Agencies are prohibited from accepting compensation for a MEMBER's service.

**C. Displace Employees**

Host Agencies may not displace any current, future or previous employees or volunteers with a MEMBER. Rather, the MEMBER will be providing an added service to the HOST AGENCY and its clients.

**D. Offer Employment to Current Members**

Host Agencies may not offer employment to a current MEMBER during his or her term of service. If the HOST AGENCY wishes to consider a MEMBER for an available position starting after their service requirements have been fulfilled, they may do so during the last 60 days of service (on or following [DATE]) only if the HOST AGENCY has discussed the opportunity with the City Supervisor before engaging in discussion with the MEMBER. Failure to do so may jeopardize the organization's future participation in this program.

**E. Risk Member Safety**

Host Agencies may not assign MEMBERS to participate in projects that pose undue safety risks.

**XI. ALTERNATIVE DISPUTE RESOLUTION AND GRIEVANCE PROCEDURE**

A HOST AGENCY or MEMBER who feels that a decision or an event involving a MEMBER, an OPERATING SITE, or the PROGRAM is affecting him or her in an unjust manner, creating a hindrance to effective operation, or otherwise negatively affecting performance may utilize the alternative dispute resolution (ADR) and grievance procedures to resolve such problem(s) without fear of recrimination (Appendix C).

- (a) HOST AGENCY shall use its standard grievance procedures to resolve matters to resolve disputes between itself and MEMBERS.
- (b) The HOST AGENCY understands that the PROGRAM has a grievance procedure to resolve disputes and said procedure shall be used in cases where grievance procedures in place by the HOST AGENCY have not resolved a matter or where the matter involves the OPERATING SITE or PROGRAM.
- (c) The HOST AGENCY understands that the option to request ADR is available within 45 days of the event.
- (d) The HOST AGENCY understands that, as a participant of the PROGRAM, it may file a grievance in accordance with the PROGRAM'S grievance procedure within one year of the alleged occurrence, except in cases alleging fraud or criminal activity.

**XII. AMENDMENTS TO THIS AGREEMENT**

This agreement may be changed or revised by written consent by both parties.

**XIII. PENALTY FOR BREACH**

The HOST AGENCY understands that if it breaches any part of this Agreement it may jeopardize the organization's future participation in this program. In addition, HOST AGENCY will still remain responsible for all financial obligations outlined in this Agreement.

**AUTHORIZATION**

The HOST AGENCY and PROGRAM hereby acknowledge by their signatures that they have read, understand, and agree to all terms and conditions of this agreement.

\_\_\_\_\_  
Signature of Executive Director  
of Host Agency

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Direct Supervisor  
of AmeriCorps Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Michael Kaplan  
President & CEO, AIDS United

\_\_\_\_\_  
Date