



MEMORANDUM OF AGREEMENT

Between

Hidalgo County Public Affairs
100 E CANO ST
Edinburg, TX 78539-4533
EIN: 746000717
DUNS Number: 103110834

and

Corporation for National and Community Service
Texas State Office
Corp. for National and Community Service
250 E Street SW
Washington, DC 20525-3249

Pursuant to Title I, Pub.L. 93-113, the Domestic Volunteer Service Act of 1973, as amended, 87 Stat. 394 hereinafter, the "Act"

This Memorandum of Agreement, hereinafter referred to as "the Agreement", between the two above-captioned parties: 1) Corporation for National and Community Service, hereinafter referred to as "CNCS"; and 2) Hidalgo County Public Affairs, hereinafter referred to as the "Sponsor", sets forth the parties' understanding concerning the establishment and operation of a local project under the AmeriCorps VISTA program, pursuant to Title I, Part A of the Domestic Volunteer Service Act, as amended, (42 U.S.C. §§ 4950 et seq.), hereinafter may be referred to as "the Act". The primary purpose of this agreement is for CNCS to provide the Sponsor with up to twelve (12) AmeriCorps VISTA members and up to zero (0) Summer Associates to perform volunteer service to strengthen and supplement efforts to eliminate poverty and poverty-related human, social, and environmental problems as specified in the Project Application. The Project Application is incorporated in this Agreement by reference.

The project shall be cost-shared between CNCS and the Sponsor. Accordingly, the Agreement provides for the Sponsor's funding of up to \$45,006.00 to cost-share up to three (3) AmeriCorps VISTA member(s) and up to zero (0) Summer Associates and the assignment of up to nine (9) AmeriCorps VISTA members(s) and up to zero (0) Summer Associates supported by CNCS. The Sponsor's cost-share of up to three (3) VISTAs and Summer Associates is subject to annual review and renewal. The final numbers of AmeriCorps VISTA members and/or Summer Associates placed may be less than the number listed above due to considerations, such as those related to the management, resources and budget of the VISTA program. Specific details regarding cost-share payment roles and responsibilities associated with this Agreement are set forth in the linked Provisions.

This Agreement shall become effective on the date of 09/12/2021 or the execution of this Agreement, whichever is later. The date of execution of this agreement is the date that the final signatory for either party signs and dates this Agreement. This Agreement is subject to performance of the terms as set forth in this Agreement and the linked Provisions. Activity on the project shall be deemed to have begun on 09/12/2021 and shall end thereafter on 01/14/2023, unless terminated sooner by either or both of the parties.

Click below to view:

General Provisions of the Cost Share MA

In witness whereof, the parties whose signatures appear below attest to having the authority to enter into this Agreement and agree that this Agreement will become effective on the aforementioned date. (The Sponsor and Corporation for National and Community Service staff must sign the Memorandum of Agreement even though single signatures only are required for grant agreements.)

Sponsor

Corporation for National and Community Service

By: _____
(Sponsor signature)

By: _____
(State Director signature)

Name: Mr. Carlos Sanchez

Name: Leslie McLain

Title:

Title: Senior Portfolio Manager

Date: _____

Date: _____

Hidalgo County Public Affairs
Address: 100 E CANO ST
Edinburg, TX 78539-4533

Corporation for National and Community Service
Address: Texas State Office
Corp. for National and Community Service
250 E Street SW
Washington, DC 20525-3249

Phone: (956) 292-7026 5505

Phone: 202-491-2272

Sponsor Location Code Number: 61413

Sponsor UEI Number:

Sponsor DUNS Number: 103110834

COST SHARE MEMORANDUM OF AGREEMENT FOR AMERICORPS VISTA PROJECTS

Effective December 19, 2020



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I. Purpose of the Memorandum of Agreement (MA) and Provisions

This Memorandum of Agreement and its Provisions (“MA” or “Memorandum of Agreement”) constitute a binding agreement between the Corporation for National and Community Service, operating as AmeriCorps (AmeriCorps) and the Sponsor (“Sponsor”), regarding its VISTA Project. This Memorandum of Agreement details the number of AmeriCorps Members serving in the VISTA Program who may be assigned to the Sponsor, the respective roles and responsibilities of AmeriCorps and the Sponsor regarding the operation of its VISTA project, and the full range of legal requirements of the Sponsor in the programmatic operations of its VISTA project. The assignment of Members under this MA is subject to the Sponsor’s acceptable past performance, if applicable, and to the availability of funds. It is the Sponsor’s responsibility to ensure that the MA is signed by an authorized representative empowered to enter legal agreements with the Federal Government.

The Memorandum of Agreement is signed electronically in AmeriCorps’ electronic grant management system by both parties. On the rare occasion that a Sponsor is unable to electronically sign the MA, documentation of that restriction must be provided to AmeriCorps in advance.

To the extent AmeriCorps awards any grant funds associated with this Agreement, neither this Agreement, nor its Provisions, shall go into effect until the date of AmeriCorps’ award of the grant funds as set forth in the Notice of Grant Award.

II. Definitions

1. **Sponsor** refers to the non-profit organization or government agency that applies for and receives an award to place AmeriCorps Members and operate a VISTA Project, and if applicable, receive a VISTA Support or Program grant.
2. **Project** refers to the set of activities, as set forth in the Project Application, for which the federal award of VISTA resources was made.
3. **Site** refers to a non-profit organization or government agency, usually separate from the Sponsor, that hosts AmeriCorps Members who were assigned to the Sponsor’s VISTA Project, and where the AmeriCorps Members perform service activities.
4. **Service Location**, also known as a Performance-Measures Service Location, refers to a non-profit organization or government agency, not hosting or receiving AmeriCorps Members, that directly benefits from the services of one or more AmeriCorps Members, as set forth in the Project Application.
5. **Memorandum of Understanding (MOU)** refers to the agreement document between the Sponsor and each of its Sites as outlined in Section IV, Number 4.
6. **Applicant** and **Candidate** are used to refer to individuals seeking to enroll in the VISTA program operated by AmeriCorps. An applicant is an individual who has applied to one (1) or more VISTA service opportunities created by the Sponsor and is awaiting further action on their application. A candidate is an individual who is recommended by the Sponsor to be selected to serve in the VISTA program and whose completed application has been approved by AmeriCorps. Neither an applicant

nor a candidate is a Member, and neither an applicant nor a candidate is currently enrolled in the VISTA program.

7. **Member** refers to an individual that has taken the Oath of VISTA service and is currently enrolled for a full term of service in the VISTA program operated by AmeriCorps.
8. **Summer Associate** refers to an individual that has taken the Oath of VISTA service and is currently enrolled for a summer term of service in the VISTA program operated by AmeriCorps.

III. AmeriCorps Responsibilities

- 1) **Recommendation and Selection.** Following the Sponsor's recommendation for selection, the AmeriCorps Regional Office reviews the Applicant's application, subject to suitability and eligibility requirements and the availability of funds. AmeriCorps selects and assigns individuals to serve as Members with the Sponsor's project. Only AmeriCorps has the authority to select and assign candidates, and all candidate selections and assignments are at the discretion of AmeriCorps.
- 2) **VISTA Assignment Description (VAD).** Each Member has a VISTA Assignment Description (VAD) that sets forth the scope of VISTA activities that the Member is expected to perform during their service term at the Sponsor. As part of the recruitment process, the Sponsor will prepare a VAD for each VISTA position that is in alignment with the goals described in the Project Application. While VADs may be developed and proposed by the Sponsor, all VADs must be reviewed and approved by AmeriCorps.
- 3) **Orientation and Training.** AmeriCorps will provide candidates an online Member Orientation at the start of the service term and may provide additional training later in the service year. The Sponsor will provide Site Orientation and Training (SOT) for Members, and in-service training (online or in person), as specified in the Project Narrative.

During the Member Orientation, which includes two extended webinars, AmeriCorps will provide information regarding volunteer discrimination complaint rights and procedures and grievance rights and procedures, in accordance with federal law and applicable regulations. Prior to the Member Orientation webinars, and throughout the service term, AmeriCorps will make available to all candidates and Members the VISTA Member Handbook.

- 4) **Member Benefits.** AmeriCorps will provide Members with any benefits to which each is eligible, as prescribed by statute and VISTA program policy. Depending on the eligibility and circumstances of each Member, benefits may include a living allowance, relocation assistance, an end of service award, health benefits and childcare coverage.
- 5) **Oversight.** AmeriCorps will periodically review the use of its Members to achieve the objectives and perform the task(s) specified in the Project Application. This review may include monitoring and/or onsite visits and interviews with Sponsor staff, Site staff and the Members.

- 6) **Communication with Sponsor.** AmeriCorps will provide the Sponsor timely information concerning applicable AmeriCorps and VISTA regulations, policies and procedures.
- 7) **Project Support.** AmeriCorps will provide technical assistance to the Sponsor and, subject to the availability of funds, conduct training for the Sponsor's Project Director and/or Supervisor(s).
- 8) **Removal and Termination.** AmeriCorps will promptly respond to written requests by the Sponsor to remove any Member from the project in accordance with VISTA regulations, policies and procedures. AmeriCorps will effect removals of Members from Sponsors, and effect early terminations from the VISTA program. AmeriCorps has sole authority and responsibility to effect a Member's removal from a Sponsor and termination from the VISTA program.

IV. Sponsor Responsibilities

- 1) **Project Operation Requirements.** The Sponsor will operate the project in accordance with the Domestic Volunteer Service Act of 1973 ("the Act"), applicable regulations and program policies, and other Federal legal requirements that are, or become, applicable to the VISTA program. The Sponsor will also operate the project in accordance with the approved Project Application. The Sponsor will also engage in best efforts to accomplish the goals set out for the Members in the Project Application and comply with the Certifications and Assurances included within the Project Application.
- 2) **Community Involvement.** To the maximum extent practicable, the Sponsor and each of its Sites will consult with and involve the people of the community or communities to be served by Members in planning, developing, and implementing the project.
- 3) **Project Director/Supervisor and Site Supervisor Training.** Subject to the availability of funds, AmeriCorps will conduct training for the Sponsor's Project Director and/or Supervisor(s). In such case, the Sponsor shall ensure that the individual named in the Project Application as the Project Director/Supervisor participates in such training and shall ensure the training of Site supervisors with the support of the AmeriCorps Regional Office.
- 4) **Intermediary Projects.** The Sponsor may carry out a VISTA project through, in part, one or more Sites. The Sponsor must enter into a Memorandum of Understanding (MOU) with each Site that is a separate legal entity. The MOU must have at least the following elements:
 - a. Written understanding and agreement that the Site is required to properly ensure that all VISTA resources are used to carry out the VISTA project in conformity with all applicable AmeriCorps laws, regulations, policies, procedures, program guidance and the MA Provisions;
 - b. Responsibilities of the parties and other program requirements;
 - c. Policies and procedures regarding requesting removal of Members;
 - d. Records to be kept and reports on project and Member progress to be submitted; and

- e. Written understanding and agreement that while the Sponsor maintains responsibility for the Site's proper use of Members, the Site may be held financially responsible to AmeriCorps for the inappropriate use of all such VISTA resources by the Site.

The Sponsor retains the responsibility for compliance with this Memorandum of Agreement; any agreements that it has with Site(s); all applicable regulations; and all applicable policies, procedures, and program guidance issued by AmeriCorps regarding the VISTA program. Evidence of each Site's eligibility to receive VISTA resources must be maintained by the Sponsor and available for review by AmeriCorps and the AmeriCorps Office of Inspector General. The Sponsor shall not request or receive any compensation from any Site for services performed by a Member or Summer Associate. The Sponsor shall not request or receive application fees or any other compensation from a potential Site or a potential Service Location as consideration for the Site or Service Location to operate as part of the Sponsor's project. The Sponsor shall not receive payment from, or on behalf of, any Site for costs associated with VISTA program assistance, except for reasonable and actual costs incurred by the Sponsor directly related to the Site's participation in a VISTA project.

- 5) **Site Support Payment (SSP).** The Sponsor may only receive payment from, or on behalf of, any Site, for reasonable and actual costs associated with VISTA program assistance incurred by the Sponsor directly related to the Site's participation in a VISTA project. Thus, Sponsors may only receive "Site Support Payments" (SSPs) for reasonable and actual costs incurred by the Sponsor directly related to the Site's participation in the VISTA project. SSPs may only be collected by Sponsors for expenses directly attributable to the VISTA project and that are not being funded by AmeriCorps via a Support or Program grant. SSPs shall not be collected for any costs related to the Sponsor's overall operating expenses. SSPs are separate from, and must be treated separately from, funds that a Sponsor receives from a Site for the purpose of cost sharing the VISTA living allowance. SSPs may not be required of, or received from, performance measurement-only Service Locations (described in the Definitions section) as they do not receive Members. The Sponsor must provide a description of each year's projected SSP in the Intermediary Justification narrative of the project application. The same SSP information must be included in the Memorandum of Understanding (MOU) with each Site.
- 6) **Delegation and Subcontracting.** The Sponsor is prohibited from delegating or assigning any of its obligations or duties contained in this Memorandum of Agreement, with the exception of delegation or assignment to approved Sites. Members may be assigned by the Sponsor to perform duties with other eligible public or private non-profit agencies or organizations (Sites or Service Locations) as described in the Project Application and in accordance with written MOUs with each Site. AmeriCorps VISTA grant funds, if provided to the Sponsor, may not be sub-granted to other organizations.
- 7) **Proper Use of VISTA Resources at All Times.** VISTA resources include the time and activities of the Member AmeriCorps assigns to the VISTA Sponsor and supports through Member benefits. The Sponsor is required to ensure that all VISTA resources are properly used at all times. If AmeriCorps determines that the Sponsor, and/or, if applicable, any Site of the Sponsor (as described in the Definitions section), has misused VISTA resources in violation of Federal law, Federal regulation, or the terms or conditions of this Memorandum of Agreement, the

Sponsor and/or the Site may be held financially responsible to reimburse AmeriCorps for VISTA living allowances, and, if applicable, end of service awards and other AmeriCorps funds provided in support of a Member. Whether the Sponsor and/or the Site is held financially responsible to reimburse AmeriCorps is within AmeriCorps' complete discretion.

- 8) **Recruitment and Recommendation for Selection.** The Sponsor will use the AmeriCorps recruitment system to post service opportunities, review applications and make candidate recommendations for selection to the AmeriCorps Regional Office, in advance of online Member Orientations. The Sponsor will review and act on all submitted applications, whether to accept or reject them, in a timely manner. To ensure applicants are suitable for VISTA service, the Sponsor will interview and screen applicants and verify references prior to recommending applicants to AmeriCorps for selection.
- 9) **VISTA Assignment Description (VAD).** As part of the recruitment process, the Sponsor will prepare a VISTA Assignment Description for each VISTA position that is in alignment with the goals described in the Project Application. Upon the Sponsor's recommendation of an applicant's selection, and prior to AmeriCorps' approval of that applicant to be a Member, the Sponsor will assign an approved VAD to the individual.
- 10) **Orientation and Training.** The Sponsor will arrange and be responsible for providing in-depth Site Orientation and Training (OSOT) for all incoming Members at the beginning of their service. The Sponsor will assist AmeriCorps, as needed, in the provision of pre-service and in-service training (online or face-to-face), as specified in the Project Narrative. The Sponsor will submit OSOT plans to the appropriate AmeriCorps Regional Office at least thirty (30) days in advance of the candidate's first day of service. OSOT must begin on the Member's first day of service and be completed within the first four weeks of a Member's assignment to the Sponsor. The Sponsor should provide additional training designed to foster project and Member success and to include professional development throughout the Member's assignment year.
- 11) **Supervision and Project Support.** The Sponsor shall supervise all assigned Members on a day-to-day basis, and as described in the Project Narrative. If Members are placed at Sites, the Sponsor shall ensure that each Site organization provides day-to-day supervision and support. The Sponsor will provide service-related transportation, administrative resources and other project support needed to successfully conduct the project activities. Service-related transportation may include mileage reimbursement for the Member(s)' vehicles, public transportation fares and/or use of vehicles owned or leased by the Sponsor.
- 12) **Health and Safety.** The Sponsor shall make every reasonable effort to ensure that the health and safety of all assigned Members are protected during the performance of their assigned duties. The Sponsor shall not assign or require Members to perform duties which would jeopardize their safety or cause them to sustain injuries. In the event of a serious injury, the Sponsor shall notify AmeriCorps promptly.
- 13) **Grievance Rights.** The Sponsor will comply with all Members' grievance rights and procedures in accordance with federal law, applicable regulations, and the VISTA Member Handbook. AmeriCorps will provide to Sponsors and Candidates and Members information regarding

volunteer discrimination complaint procedures, and grievance procedures, as provided in federal law, applicable regulations, and the VISTA Member Handbook.

- 14) **Record-keeping.** The Sponsor shall create and maintain records involving Members and the project, including the tracking of leave taken by assigned Members, as AmeriCorps may require. Those records shall be made available to AmeriCorps and the AmeriCorps Office of Inspector General upon request. The Sponsor agrees to retain such records 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 AmeriCorps for the purpose of litigation, audit or examination.
- 15) **Emergency Funds.** If circumstances require, the Sponsor will advance up to \$500.00 to any Member in case of any emergency (e.g., critical illness or death in the immediate family) to be reimbursed by the Member when the Member has completed and submitted an VISTA Payment Voucher. AmeriCorps will not be responsible for the reimbursement of these funds unless the VISTA Payment Voucher form is submitted to AmeriCorps.
- 16) **Unscheduled Absences.** The Sponsor and/or Site supervisor will report to the appropriate AmeriCorps Regional Office, within 24 hours, the unscheduled departure of all assigned Members, and otherwise keep AmeriCorps timely informed of unscheduled changes of status and conditions of Members, such as arrests, medical emergencies, hospitalization, and absence without leave.
- 17) **Days of Service.** Should activities be organized in the communities where the Members are assigned for service, the Sponsor will allow assigned Members to participate in Days of Service, e.g., Martin Luther King, Jr. Day of Service and the September 11th National Day of Service and Remembrance.
- 18) **Removal Requests.** The Sponsor will contact their AmeriCorps Portfolio Manager whenever there is a concern with a Member's conduct or performance. If the Sponsor wishes for AmeriCorps to remove the Member from the project, they must submit that request in writing including supporting documentation (letter or email). AmeriCorps will promptly respond to written requests by the Sponsor to remove any Member from the project in accordance with AmeriCorps' policies and procedures. When warranted, AmeriCorps will effect removals of Members from the Sponsor, and effect early terminations from the VISTA program of its Members. AmeriCorps has the sole authority to remove and terminate Members.
- 19) **Close of Service.** Forty-five (45) days prior to the end of a Member's service term, the Member must complete the Future Plans Form (FPF). The Sponsor must work with the Member(s) to ensure the FPFs are done and when submitted, is required to complete the Sponsor's section of the FPF within five (5) workdays after receipt. The Sponsor or its Site supervisors may provide letters of reference to their Members.

V. Reporting Requirements

- 1) **Sponsor Verification Form.** On a biweekly basis, the Sponsor must complete and submit the Sponsor Verification Form within three (3) workdays of receipt to confirm which Members remained active during the previous pay period, and which Members left service at the Sponsor during the previous pay period. If applicable, the Sponsor must indicate the actual departure date of any Member who leaves during the previous pay period if the departure is prior to completion of their service term. This reporting requirement does not replace the requirement of the Sponsor or its Sites to notify AmeriCorps immediately regarding the departure (e.g., early termination, AWOL) of any of its Members. The Sponsor must certify the Form even if no Members left/leave during the pay period covered by the Form.
- 2) **Project Progress Reports.** The Sponsor will submit Project Progress Reports within the required time frame.
- 3) **VISTA Progress Report Supplement (VPRS).** The Sponsor will submit the VPRS within the required time frame, generally 30-45 days after the end of the federal fiscal year.
- 4) **Federal Financial Report (FFR):** If awarded a Support or Program grant, the Sponsor will submit the required FFRs within the required time frame as described in the separate Notice of Grant Award (NGA).

VI. Other Legal Requirements

- 1) **Status of Members during Service.** Members are eligible for all benefits and coverage provided to them under the Domestic Volunteer Service Act of 1973 (the Act), including the "income disregard" provisions as set forth at 42 U.S.C. § 5044 of the Act; the Federal Employees Compensation Act (FECA); and the Federal Tort Claims Act (FTCA).

Members shall not be considered employees of the Sponsor. Members are deemed employees of the federal government only for those limited purposes identified at 42 U.S.C. § 5055 of the Act.

Prohibition on Nepotism. To avoid actual or apparent nepotism in the operation of VISTA projects, the following assignment arrangements are prohibited:

- a. **Members.** A Member cannot be assigned to a VISTA project Site if they are:
 - i. in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a staff member involved in the management or operation of the project or project Site, or of a AmeriCorps staff member in the applicable Regional Office who makes decisions or takes actions regarding the project or the Site;

- ii. a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin), of a staff member involved in the management or operation of the project or project Site, or of a AmeriCorps staff member in the applicable Regional Office who makes decisions or takes actions regarding the project or the Site;
 - iii. in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of a member of the board of directors of the specific VISTA Project or project Site where the Member is assigned or reports for service;
 - iv. a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin), of a member of the board of directors of the specific VISTA Project or project Site where the Member is assigned or reports for service.
- b. **VISTA Project Supervisory Employees.** A project and/or Site employee is prohibited from holding a VISTA project supervisory position if s/he:
- i. is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any AmeriCorps official responsible for the management and/or oversight of the VISTA Project.
 - ii. is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin), of any AmeriCorps official responsible for the management and/or oversight of the VISTA Project.
 - iii. is in the immediate family (e.g., spouse, domestic partner, parent or guardian whether by blood or adoption, child whether by blood or adoption) of any project and/or Site employee who holds supervisory authority over him/her; or
 - iv. is a close relative, whether by blood or adoption, (e.g., grandparent, grandchild, aunt, uncle, niece, nephew, first cousin), of any project and/or Site employee who holds supervisory authority over him/her.
- 2) **Nondiscrimination.** No person with responsibilities in the operation of the project shall discriminate against any Member, or member of the staff, or beneficiary of the project, with respect to any aspect of the project on the basis of race, religion, color, national origin, sex, sexual orientation, gender identity or expression, age, disability, political affiliation, marital or parental status, or military service.
- 3) **Ensuring Accessibility for Persons with Disabilities.** By signing this MA, the Sponsor certifies that it has conducted a self-evaluation of its compliance with Section 504 of the Rehabilitation Act of 1973, including that it has taken all reasonable measures to ensure that its facilities and all participating Sites are accessible to qualified persons with disabilities, promotes their equal participation, and does not otherwise discriminate against such persons based on disability.

- 4) **Sexual Harassment.** Sexual harassment is a form of discrimination based on sex and that is prohibited. As the Sponsor of federal resources from AmeriCorps, the Sponsor is responsible for violations of the prohibition against sexual harassment and for taking corrective action toward and/or disciplinary action against Sponsor staff or Site staff, if such violations occur. AmeriCorps is responsible for violations of the prohibition against sexual harassment and for taking corrective action toward and/or disciplinary action against Members, if such violations occur. Such sexual harassment violations include:
- a. Acts of “quid pro quo” sexual harassment where a supervisor demands sexual favors for service benefits, regardless of whether the Sponsor, its agents or supervisory employees should have known of the acts.
 - b. Unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of sexual nature which have the purpose or effect of creating an intimidating, hostile or offensive service environment.
 - c. Acts of sexual harassment toward fellow Members or non-employees, where the Sponsor, its agent or its supervisory employees knew or should have known of the conduct, unless it took immediate and appropriate corrective action.
- 5) **Supplemental Payments Prohibited.** Monetary living (living) allowances provided to Members are designed to permit Members to live at or below the economic level of the persons served, as required by law. Neither the Sponsor nor its Sites may supplement these allowances in a manner that would interfere with the Member’s experience of living at or below the poverty level. Sponsors and Sites are strictly prohibited from providing Members or Summer Associates with monetary assistance.
- 6) **Prohibitions of Use of VISTA Resources by Sponsor.** The Sponsor agrees that no Member assigned to the Sponsor, and no other federal financial assistance provided by AmeriCorps, shall be used to assist, provide or participate in:
- a. Partisan and non-partisan political activities associated with a candidate, including voter registration or providing voter transportation to the polls;
 - 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 part of their duties;
 - e. Activities or service that would supplant the hiring of or result in the displacement of employed workers, existing volunteers or impair existing contracts for service;

- f. Receiving or accepting compensation from Members or from beneficiaries for the services of Members;
 - g. Requesting, charging or accepting participation or application fees from potential VISTA applicants or candidates; or
 - h. Requiring or accepting project application fees from potential Sites.
- 7) **Other Prohibited Activities.** The Sponsor agrees that it is prohibited from allowing Members assigned to the project to engage in the following activities:
- a. Reporting or completing Progress Reports, the VISTA Progress Report Supplement (VPRS), Continuation applications or Amendments, the Sponsor Verification Report or other reports and forms required of the Sponsor in eGrants; and
 - b. Taking actions in any AmeriCorps system on behalf of the Sponsor for any other AmeriCorps programs, such as applying for and reporting on AmeriCorps grants, selecting AmeriCorps Members, tracking hours or closing out service terms and granting AmeriCorps Education Awards.
- 8) **Whistleblower Rights and Remedies for Employees of the Sponsors.** The Sponsor is required to notify all of its employees in writing of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described at <https://www.cncsoig.gov/whistleblower-protection>. As such, Sponsor is required to notify all of its employees that they may not be discharged, demoted, or otherwise discriminated against for disclosing information that an employee reasonably believes is evidence of:
- a. Gross mismanagement or waste of a Federal contract or grant;
 - b. An abuse of authority relating to a Federal contract or grant (an arbitrary and capricious exercise of authority that is inconsistent with the mission of AmeriCorps or the successful performance of a contract or grant of AmeriCorps);
 - c. A substantial and specific danger to public health or safety; or
 - d. A violation of law, rule, or regulation related to a Federal contract or grant.

The Sponsor is required to notify all of its employees that an employee may disclose suspected wrongdoing described above to any of the following:

- a. The Office of Inspector General at AmeriCorps;
- b. An AmeriCorps employee responsible for contract or grant oversight or management;
- c. A management official or other employee of the Sponsor who has the responsibility to investigate, discover, or address misconduct, or;

- d. An authorized official of the U.S. Department of Justice or other law enforcement agency, a member of Congress, or a representative of a committee of Congress, or the Government Accountability Office (GAO).

The Sponsor is required to notify all of its employees in writing that if an employee believes that he or she has been subjected to reprisal for disclosed wrongdoing described above, the employee may submit a complaint to the AmeriCorps OIG within three (3) years of the date on which the alleged reprisal took place.

- 9) **Amendments.** This Memorandum of Agreement may be amended at any time, in writing, by authorized representatives of the Sponsor, and the appropriate AmeriCorps Senior Portfolio Manager.
- 10) **Increases in VISTA Payment Amounts during This Memorandum of Agreement.** The parties to this MA are cognizant of the likelihood of future area-based “cost-of-living” increases to subsistence allowances, to which Members would be entitled, in the course of their service at the Sponsor. The parties specifically intend that their respective obligations to pay, or reimburse amounts paid to, Members shall reflect and be adjusted to account for such general increases, in accordance with the Act and AmeriCorps’ regulations and procedures.
- 11) **Severability.** If any provision of this MA is construed as illegal or invalid, this will not affect the legality or validity of any of the other provisions contained in this MA. The illegal or invalid provision will be deemed stricken and deleted from the Agreement to the same extent and affect as if it never existed, but all other provisions will continue in effect.
- 12) **Termination and Suspension**
 - a. Sponsor: Right to Terminate with Notice. The Sponsor may terminate this MA at any time by giving at least thirty (30) days’ notice in writing to AmeriCorps of its intent.
 - b. AmeriCorps: Right to Terminate or Suspend. AmeriCorps may terminate or suspend this MA in accordance with applicable terms and procedures set forth in applicable Federal regulations and 42 U.S.C. § 5052. The Sponsor understands and agrees that AmeriCorps may take action to terminate or suspend this MA, or deny renewal of this MA or VISTA resources, for failure to comply with the applicable terms and conditions of this MA.
- 13) **Order of Precedence.** In the event of inconsistencies or conflicts between the Project Narrative and the MA, this agreement shall govern.
- 14) **Notices.** All notices and communications required to be given to AmeriCorps by the Sponsor, shall be directed to the AmeriCorps Senior Portfolio Manager or Portfolio Manager. All notices to be given to the Sponsor by AmeriCorps shall be directed to the Project Director as indicated in the Project Application.
 - a. In the event that any of the parties or addresses referenced in the above paragraph change, written notice to all other parties must be provided within seven (7) days of the

change. Such written notice must include the Project Number and Sponsor EIN. Within seven (7) days of the change, the Sponsor must also update its information in eGrants, including deactivating staff accounts for individuals no longer working at the Sponsor's organization.

VII. Affiliation with AmeriCorps

- 1) **General Statement.** Sponsors and Sponsors of federal agency AmeriCorps assistance or resources shall identify their programs, projects or initiatives as AmeriCorps projects accordingly. All agreements with Sponsors, Sites, or Service Locations, related to AmeriCorps programs and initiatives must explicitly state that the project is an AmeriCorps project and AmeriCorps Members are the resource being provided.

Similarly, Sponsors and Sponsors shall identify all national service Members serving at their projects as AmeriCorps Members.

- 2) **Visual Representations and Prominent Display.** Sponsors shall identify their programs, projects, or initiatives, and their Members, through the use of visual representations, including logos; insignias; written acknowledgements, publications and other written materials; websites and social media platforms; and service gear such as clothing. All visual representations must follow current AmeriCorps branding guidelines, which include proper logo use and cobranding requirements. To provide Sponsors technical assistance in ensuring compliance with proper logo use and cobranding requirements, AmeriCorps provides brand guidelines, to which Sponsors and Sites should refer and follow. The brand guidelines are available at www.americorps.gov/brand-resources.

All Sponsor and Site websites and social media communications shall clearly state, as appropriate, that they are an AmeriCorps partner or funded by a grant from AmeriCorps and shall prominently display the AmeriCorps logo. Sponsors and Sites shall prominently display the AmeriCorps name and logo on all service gear and public materials, in accordance with AmeriCorps' requirements. Public materials are defined in the branding toolkit.

- 3) **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps logo shall be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

- a. *This material is based upon work supported by AmeriCorps under Grant No(s) []. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps."*

- 4) **Acknowledgement and Disclaimer on Published Materials.** The appropriate AmeriCorps shall

be included on publications related to an award of AmeriCorps assistance or resources. An acknowledgement and disclaimer shall be displayed on all reports and other published materials based upon work supported by the award. The acknowledgement and disclaimer may contain language the same as or similar to:

- a. *This material is based upon work supported by AmeriCorps under Project No(s) []. Opinions or points of view expressed in this document are those of the authors and do not necessarily reflect the official position of, or a position that is endorsed by, AmeriCorps.*

- 5) **Brand Identification Through Publicity.** Sponsors shall provide information or training to their AmeriCorps Members about how their projects are part of AmeriCorps. Sponsors are strongly encouraged to place signs that include the name and logo at all their service Sites and may use the slogan "AmeriCorps Serving Here". When AmeriCorps Members and projects are publicized – including but not limited to public speaking opportunities, press releases, news stories, blog posts, websites, social media posts, online videos, public service announcements, paid advertising, brochures and other communications channels – individuals must be identified as AmeriCorps Members, while projects should be identified as AmeriCorps projects and, where possible, appropriate logos must be displayed.
- 6) **Alteration of Brand Identities Prohibited Without AmeriCorps Written Permission.** Sponsors may not alter the AmeriCorps logos or other AmeriCorps branding and must obtain written permission from AmeriCorps before using the AmeriCorps name or logo, on materials that will be sold. Sponsors must also obtain written permission from AmeriCorps before permitting donors to use the AmeriCorps name or logo in promotional materials.
- 7) **Prohibited Use or Display of Names and Logos for Certain Activities.** The Sponsor or Sites may not use or display the AmeriCorps name or logo in connection with any activity prohibited by statute or regulation, including certain political activities.
- 8) **TIMING OF REQUIREMENTS** - If you are a Sponsor of resources through the VISTA program and initiating a new project effective October 1, 2020 or later, you must adhere to all of the above-referenced branding requirements in this section of the Memorandum of Agreement. If you are a current Sponsor of resources through the VISTA program and with a project that was initiated prior to October 1, 2020, you may adhere to the related Affiliation with AmeriCorps VISTA requirements in your FY 2019 Memorandum of Agreement until October 1, 2021 to fully transition to adherence with this section of the Memorandum of Agreement.

VIII. Cost Share Payment Requirements

- 1) **Bi-Weekly Allowance Payments Made by AmeriCorps to VISTA Members.** The Sponsor shall reimburse AmeriCorps for bi-weekly payments to all cost-share Members, covered by this Agreement, for their living allowances (i.e., monthly subsistence allowances) as stated in the Budget.
- 2) **Reimbursement Schedule for Sponsor to Pay Back AmeriCorps.**
 - a. AmeriCorps Issues Bi-Weekly Invoices: At the end of each pay period during which cost-share Members are serving throughout the term of this MA, AmeriCorps will provide the Sponsor with an invoice electronically that details the Member allowance expenditures made by AmeriCorps, on behalf of the Sponsor, in that pay period. The Sponsor will have 30 days to tender full reimbursement to AmeriCorps of the total expenditures noted on the invoice.
 - b. Requirement For Full Reimbursement to AmeriCorps By Due Date: In accordance with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), AmeriCorps' Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (31 CFR Parts 900 to 904), the Sponsor is required to fully reimburse AmeriCorps for the expenditures that AmeriCorps made to the cost-share Member(s) on behalf of the Sponsor by the Due Date set forth on the Invoice. Also, under federal law, any expenditures that AmeriCorps makes to the cost-share VISTA Member(s) on behalf of the Sponsor is considered a debt of the Sponsor, and AmeriCorps must try to collect the debt it is owed.
- 3) **Reimbursement Procedures for Sponsor to Pay Back AmeriCorps.** All reimbursements made by the Sponsor to AmeriCorps – i.e., reimbursements and close-out payments for any amounts remaining due -- may be paid through www.pay.gov. Within 45 days after the end of the project (whether by termination or by expiration of this Agreement), AmeriCorps will provide a final accounting of Member allowance expenditures, together with a final invoice for any amount remaining due, pursuant to the Sponsor's cost-share Agreement. Payment of any invoice described above is due within 30 days of the date of the invoice.
- 4) **Interest, Administrative Costs, and Penalties for Non-Reimbursement and Delinquencies.** The parties to this MA understand that the reimbursement amounts that the Sponsor owes AmeriCorps, as set forth in the invoices, discussed above in parts b. and c., are considered debts under Federal law and applicable regulations. As a federal agency, AmeriCorps must comply with the Debt Collection Improvement Act of 1986, 31 U.S.C. chapter 37 (DCIA), AmeriCorps' Claims Collection Regulations at 45 CFR Part 2506, and the Federal Claims Collections Standards (FCCS) (4 CFR Part II.). Accordingly, AmeriCorps is required to try to collect all debts that it is owed. Such debts include any and all reimbursement amounts that the Sponsor owes AmeriCorps.
 - a. The Sponsor is required to pay AmeriCorps the full reimbursement amount set forth on each invoice, by the date specified on the invoice. Any reimbursement amounts unpaid by the Sponsor to AmeriCorps by the date specified on the invoice becomes a delinquent debt. A

debt becomes delinquent the day after the date specified on the invoice for the full reimbursement amount.

- b. The parties to this MA understand that to the extent that the reimbursement amount that the Sponsor owes AmeriCorps, as set forth on the invoice, becomes delinquent, the Sponsor is subject to interest on that delinquent debt in accordance with the DCIA at 31 U.S.C. § 3717. To the extent the Sponsor's debt remains delinquent for more than 60 days, AmeriCorps shall initiate action to collect such debt with interest. In addition, in instances where the Sponsor has such debt that remains delinquent for more than 90 days, AmeriCorps may also initiate action to collect interest, administrative costs and penalties. Debt collection may include referral to the U. S. Department of the Treasury, Debt Management Services. The debt may also be collected by the Internal Revenue Service through the U.S. Department of the Treasury Offset Program (TOP).

- 5) **Non-Reimbursement or Delinquency May Result in Cessation of VISTA operations.** The Sponsor understands and agrees that if the full reimbursement amount set forth on each cost share invoice is not paid by the date specified on the invoice and thus becomes a delinquent debt, AmeriCorps may deny refunding of the VISTA project, or suspend or terminate the VISTA project prior to the conclusion of the last term of service date for all Members or Summer Associates currently assigned to the Sponsor, or may take such other action as is appropriate and legally available to AmeriCorps. The Sponsor further understands and agrees that should AmeriCorps take any action available to it as a result of a failure to make a full reimbursement amount set forth on each cost share invoice, that the debt owed by the Sponsor to AmeriCorps is not extinguished, and that such debt remains due and owing regardless of other actions taken for violations of this Memorandum of Agreement.