



West Texas
RSVP

San Angelo: 618 S. Chadbourne St., 76903, 325-223-6388, Fax 655-6294

Abilene: 4601 Hartford St., 79605, 325-793-3520, Fax: 793-5445

www.westtexasrsvp.org dschwertner@wtrc.com

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Memorandum of Understanding between **West Texas RSVP** and

Agency Name: Tom Green County Sheriff's Crisis Intervention Unit

Address: 3005 N. Chadbourne San Angelo TX 76
Street City Zip Code

Phone: 325-658-3921 Fax: 325-659-6460 Web Site: _____

Mailing Address if different _____

This Memorandum of Understanding (MoU) contains basic provisions which will guide the working relationship between both parties. The MoU may be amended, in writing, at any time with the concurrence of both parties and must be renegotiated at least every three years.

Basic Provisions of Memorandum of Understanding

RSVP Responsibilities

- RSVP will recruit, interview and refer RSVP members to agency. Agency will have/make final placement decisions.
- RSVP will orient administrators and volunteer supervisors of RSVP policies, procedures, and benefits whenever necessary.
- RSVP will instruct RSVP members in proper use of monthly reports, reimbursement guidance and program procedures.
- RSVP will develop publicity for RSVP such as radio, TV, print or verbal presentations highlighting volunteers' service, accomplishments, and impact on the community.
- RSVP will periodically monitor volunteer activities at partnering agency to assess and/or discuss needs of volunteers and the partnering agency.
- RSVP will furnish accident, personal liability, and excess automobile insurance coverage for RSVP volunteers 55+ as required by Senior Corps program policy. Insurance is supplemental (secondary) coverage and is not primary insurance. However, in the absence of primary liability coverage, the liability insurance becomes primary. This is provided at no cost to the agency or to the volunteer.
- In cooperation with the RSVP Advisory Committee, RSVP will arrange for an appeals procedure to address problems arising between the volunteer, the partnering agency and/or RSVP.
- RSVP will arrange for appropriate recognition of RSVP volunteers.
- RSVP will provide agencies with data collection forms for measuring impact of RSVP volunteers' service at their agency. RSVP programming and funding is directly tied to the impact volunteers provide in the community. Impact data will be available to partnering agencies upon request.

Partnering Agency Responsibilities

- Implement orientation, in-service instruction or special training of volunteers to help ensure the success of the volunteer assignment.
- Interview and make final decision on assignment of volunteers. Agency assumes responsibility for screening volunteers for appropriateness.
- Furnish volunteers with appropriate and sufficient materials and equipment required for their volunteer assignment.
- Assign a staff person to provide supervision of RSVP volunteers while on assignment as required.
- Provide for adequate safety of RSVP volunteers assigned to your agency. Agency will be responsible for providing safety information and training as necessary.
- Investigate and report any accidents and injuries involving RSVP members immediately to the RSVP office. All reports will be submitted in writing within 24 hours.
- Agency is responsible for conducting background checks of volunteers as necessary for assignment to specific jobs.
- Collect and validate appropriate volunteer time reports for submission to RSVP office on a monthly basis.
- Supply statistical data to assess volunteer impact on community needs.
- If RSVP volunteers serve at your agency, RSVP staff is to be included in your volunteer recognition events as appropriate.
- Special assignment requests, such as bulk mailings, should be made at the earliest date possible. Dates can be scheduled early, however all printed materials for mailings should be in place prior to recruitment of volunteers for a specific date.

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WEST TEXAS RSVP

Legal Limitations Applying to the Operation of the RSVP Program

According to the Code of Federal Regulations, (45CFR) 2553.91(a-g), there are legal limitations on the usage of federally awarded grant funds, including required nonfederal matching funds awarded from the Corporation for National and Community Service for RSVP programs. Listed below are activities that the sponsor (West Texas Rehab), RSVP staff and volunteers may not engage in using Corporation funds which includes service at any RSVP Volunteer Station (your agency).

§ 2553.91 What legal limitations apply to the operation of the RSVP Program and to the expenditure of grant funds?

(a) *Political activities.* (1) No part of any grant shall be used to finance, directly or indirectly, any activity to influence the outcome of any election to public office, or any voter registration activity.

(2) No project shall be conducted in a manner involving the use of funds, the provision of services, or the employment or assignment of personnel in a matter supporting or resulting in the identification of such project with:

(i) Any partisan or nonpartisan political activity associated with a candidate, or contending faction or group, in an election; or

(ii) Any activity to provide voters or prospective voters with transportation to the polls or similar assistance in connection with any such election; or

(iii) Any voter registration activity, except that voter registration applications and nonpartisan voter registration information may be made available to the public at the premises of the sponsor. But in making registration applications and nonpartisan voter registration information available, employees of the sponsor shall not express preferences or seek to influence decisions concerning any candidate, political party, election issue, or voting decision.

(3) The sponsor shall not use grant funds in any activity for the purpose of influencing the passage or defeat of legislation or proposals by initiative petition, except:

(i) In any case in which a legislative body, a committee of a legislative body, or a member of a legislative body requests any volunteer in, or employee of such a program to draft, review or testify regarding measures or to make representation to such legislative body, committee or member; or

(ii) In connection with an authorization or appropriations measure directly affecting the operation of the RSVP Program.

(b) *Nondisplacement of employed workers.* A RSVP volunteer shall not perform any service or duty or engage in any activity which would otherwise be performed by an employed worker or which would supplant the hiring of or result in the displacement of employed workers, or impair existing contracts for service.

(c) *Compensation for service.* (1) An agency or organization to which NSSC volunteers (National Senior Service Corps which includes RSVP, Foster Grandparent and Senior Companion Volunteers) are assigned, or which operates or supervises any NSSC program, shall not request or receive any compensation from NSSC volunteers or from beneficiaries for services of NSSC volunteers.

(2) This section does not prohibit a sponsor from soliciting and accepting voluntary contributions from the community at large to meet its local support obligations under the grant; or, from entering into agreements with parties other than beneficiaries to support additional volunteers beyond those supported by the Corporation grant.

(3) A RSVP volunteer station may contribute to the financial support of the RSVP Program. However, this support shall not be a required precondition for a potential station to obtain RSVP volunteers.

(4) If a volunteer station agrees to provide funds to support additional volunteers or pay for other volunteer support costs, the agreement shall be stated in a written Memorandum of Understanding. The sponsor shall withdraw services if the station's inability to provide monetary or in-kind support to the project under the Memorandum of Understanding diminishes or jeopardizes the project's financial capabilities to fulfill its obligations.

(5) Under no circumstances shall a RSVP volunteer receive a fee for service from service recipients, their legal guardian, members of their family, or friends.

(d) *Labor and anti-labor activity.* The sponsor shall not use grant funds directly or indirectly to finance labor or anti-labor organization or related activity.

(e) *Fair labor standards.* A sponsor that employs laborers and mechanics for construction, alteration, or repair of facilities shall pay wages at prevailing rates as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended, 40 U.S.C. 276a.

(f) *Nondiscrimination.* A sponsor or sponsor employee shall not discriminate against a RSVP volunteer on the basis of race, color, national origin, sex, age, religion, or political affiliation, or on the basis of disability, if the volunteer with a disability is qualified to serve.

(g) *Religious activities.* (1) A RSVP volunteer or a member of the project staff funded by the Corporation shall not give religious instruction, conduct worship services or engage in any form of proselytization as part of his/her duties.

(2) A sponsor or volunteer station may retain its independence and may continue to carry out its mission, including the definition, development, practice, and expression of its religious beliefs, provided that it does not use Corporation funds to support any inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services funded. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services funded under this part.



West Texas RSVP Accessibility Survey

The West Texas RSVP Project, when considered in its entirety, must be accessible to persons with mobility, hearing, vision, mental and cognitive impairments. While not all stations have to be totally accessible we need to ensure that the overall RSVP program has placements for all interested RSVP volunteers. To make certain that West Texas RSVP is in compliance and to help accommodate volunteer request appropriately, please complete the short accessibility survey below. This document is for informational purposes only and will be kept with your Memorandum of Understanding. It will not affect your eligibility status with RSVP nor will it be shared.

Organization Name _____

Person Completing Report _____ Phone _____

Email _____ Date _____

1. On a scale of 1-10, with 10 being fully handicapped accessible where would you rate your organization?

- 1 2 3 4 5 6 7 8 9 10

2. Does your organization have policies that ensure a “reasonable accommodation” is made to persons with disabilities, including volunteers?

- yes no

3. Does your organization have the ability to communicate or include participation of persons with the following disabilities? Check all that apply:

- Hearing Impaired - assisted devices or sign language
- Sight Impaired - publications and signage available for visually impaired
- Mental Disabilities
- Physical Disabilities

4. Is your organization’s building equipped to accommodate persons with disabilities? Check all that apply:

- At least one accessible route that connects the entire facility including the parking lot
- A designated disabled parking space(s)
- A drop-off zone near a building entrance
- A handicapped accessible entrance
- If multi-level, an elevator is available or volunteer position can be performed on the first floor
- Accessible conference/meeting rooms/program areas
- Accessible restrooms



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West Texas RSVP Safety Survey

The West Texas RSVP staff and volunteer stations must assure the safety of the RSVP volunteers, as per the code of federal requirements for RSVP. RSVP staff must document this through a safety survey. In response to these requirements we are asking you to complete the information below and return this completed document, along with the Memorandum of Understanding. Since this is an annual requirement, at the end of year 2 and 3 we will send an email to you asking you to confirm that all answers received from you in in year 1 are still accurate.

Organization Name _____

Person Completing Report _____ Phone _____

Email _____ Date _____

1. All volunteers are oriented on the agency's safety policy? ___yes ___no
2. Volunteers receive directions and the necessary materials to perform tasks safely? ___yes ___no
3. Proper signs, emergency exits and safety protocols are visibly displayed for volunteers? ___yes ___no
4. Volunteers know how to report any accidents to a staff member? ___yes ___no
5. Staff provides volunteers with updated or new safety information as needed? ___yes ___no
6. First aid kits are available and locations identified? ___yes ___no
7. Fire extinguishers are located on site and inspected regularly? ___yes ___no
8. Work sites are monitored regularly for safety hazards? ___yes ___no



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February 23, 2016

Dear Volunteer Station Partners,

RSVP volunteers represent a diverse range of incomes, ages, genders, physical abilities, and ethnic and racial backgrounds. But they share a common desire to make a difference. RSVP volunteers would not have the huge impact they do without the support from the local nonprofits or public agencies which you represent. Thank you for supporting the RSVP volunteers and we look forward to continuing this relationship. With that said, it is again time to renew the working relationship we have with you through completion of the Memorandum of Understanding, and some other required paperwork.

I am sure many of you do not remember the long explanation of changes to RSVP, with complex percentages, that I gave you almost three years ago when RSVP renewed the 2013–2016 Memorandum of Understanding (MoU) with your agency. That is good, because it took me three years to get a handle on it myself, and with the end of the three year grant on March 31, 2016, those complex requirements are being eliminated. While RSVP will continue to have requirements in a Priority Focus Area, which for us is Healthy Futures, the complicated percentages under which we have been operating are going away.

What is not going away is the required paperwork for you to continue being a RSVP volunteer station...luckily it has not changed much since you last completed the MoU in 2013. Below is the list of what needs to be completed, or sent back as an attachment, if you wish to continue serving as a RSVP volunteer station.

1. Memorandum of Understanding
2. For non-profits a copy of the letter of determination which supports your nonprofit status
3. Volunteer Position Description
4. Accessibility Survey
5. Safety Survey

These forms can be printed, completed and then either mailed, emailed or faxed back to the RSVP office. To assure that RSVP volunteers serving at your agency see no lapse in benefits, including insurance, the completed forms with all attachments must be received by the RSVP office by April 1, 2016. If you have any questions please call the RSVP office. We also are available to come to your agency and go over all the paperwork with you.

In the next 12 months we hope to schedule a site visit with all of the agencies who are partners with RSVP...visually seeing your agency in action allows us to communicate your volunteer needs in a more enhanced way than just hearing it verbally from you.

Again we appreciate you and look forward to working together to meet the needs in our communities.

In Service,

Dolores Schwertner
West Texas RSVP Director