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West Texas  
RSVP

West Texas Retired and Senior Volunteer Program – 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  
Sponsored by West Texas Rehabilitation Center

connecting - volunteering - impacting

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

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

Physical Address: 17 S Chadbourne Ste 102 San Angelo TX 76903  
Street City Zip Code  
Phone: 325-227-8753 Fax: 325-703-2015 Web Site: CIUCARES.COM

Mailing Address if different \_\_\_\_\_

**This Memorandum of Understanding (MoU) contains basic provisions which will guide the working relationship between both parties and is valid for three years. Upon negotiation and completion of all required paperwork with signatures, this completed MoU goes into effect April 1, 2019, and expires March 31, 2022. If the MoU is negotiated at any time after April 1, 2019, it expires on same said date. The MoU may be amended, in writing, at any time with the concurrence of both parties.**

**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 prior to volunteer placement and at other times as 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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**Other Provisions**

1. **Separation from Volunteer Service:** The partnering agency may request the removal of an RSVP volunteer at any time. The RSVP volunteer may withdraw from service at the Partnering Agency or from West Texas RSVP at any time. Discussion of individual separations will occur among RSVP staff, Partnering Agency Staff and the RSVP volunteer to clarify the reasons, resolve conflicts, or take remedial action, including placement with another Partnering Agency.
2. **Letters of Agreement:** When in-home assignments of volunteers are made, a letter of agreement will be signed by the parties involved. The document will authorize volunteer service in the home and identify specific volunteer activities, periods of service, and conditions of service.
3. **Religious and Political Activities:** The Partnering Agency will not request or assign RSVP volunteers to be directly involved in conducting or promoting any religious doctrine or engage in any form of proselytization, the building of religious facilities, or partisan political activity including voter registration activities and transportation to the polls. This does not preclude volunteer placement in social services at faith-based agencies.
4. **Displacement of Employees:** The Partnering Agency will not assign RSVP volunteers to any assignment which would displace employed workers or impair existing contracts for services.
5. **Accessibility and Reasonable Accommodation:** The Partnering Agency will maintain the programs and activities to which RSVP volunteers are assigned accessible to persons with disabilities (including mobility, hearing, vision, mental, and cognitive impairments or addictions and diseases) and/or limited English language proficiency and provide reasonable accommodation to allow persons with disabilities to participate in programs and activities.
6. **Prohibition of Discrimination:** The Partnering Agency will not discriminate against an RSVP volunteer, or with respect to any activity or program, on the basis of race, color, national origin, gender, age, religion, sexual orientation, disability, gender identity or expression, political affiliation, marital or parental status, or military service.
7. **Fee for Services** - Under no circumstances shall a RSVP volunteer receive a fee for service from service recipients, their legal guardian, members of their family, or friends.
8. **Termination of MOU:** Conditions of this Memorandum of Understanding may be amended or terminated in writing at any time at the request of either party. This MoU is scheduled for renegotiations at the start of each RSVP three year grant cycle as required by RSVP guidelines and to permit needed changes.

A complete listing of the Code of Regulations (45 CFR 2553.91) is attached. Your signature below verifies that you have received the full description of "Other Provisions" referred to in 1-7 above.

**Partnering Agency Primary Type:** To qualify as an RSVP Partnering Agency, you must self-certify that your agency is one of the following:

- Public Agency
  Non-Profit Organization
  Proprietary Health Care Organization

By checking the appropriate box above you have identified your agency's designation. By signing this MOU your agency self-certifies that you meet the statutory requirements necessary to become a RSVP Partnering Agency either as a public agency, nonprofit or proprietary health care agency. You also agree to accept the responsibility for assignment and supervision of RSVP volunteers at your agency.

Printed Name of Authorized Representative <i>Stephen C Floyd</i>	Title <i>3-7679</i>
Signature of Authorized Representative <i>Stephen C Floyd</i>	Date
Email Address <i>Steve.floyd@co.tom-green.tx.us</i>	Phone <i>325-653-3318</i>
Printed Name of person who will serve as RSVP Contact/Coordinator if different than above <b>Sandra Elliott</b>	Title <b>Coordintor</b>
Email Address <b>sandra.elliott@co.tom-green.tx.us</b>	Phone
Signature of RSVP Director	Date

A volunteer position description from your agency and the completed Station Accessibility Checklist must be attached or emailed to dschwertner@wtrc.com for this Memorandum of Understanding to be in compliance and processed for placement of RSVP Volunteers at your agency.







## 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 and nonimpairment of contracts for service.* An RSVP volunteer may 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 CNCS

(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 an RSVP volunteer receive a fee for service from service recipients, their legal guardian, members of their family, or friends. No person, organization or agency may request or receive a compensation for services of RSVP Volunteers.

(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 may 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) An RSVP volunteer or a member of the project staff funded by the Corporation may 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 CNCS 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.