



Curry County
Office of Substance Abuse Prevention
As of February 16, 2016

Board of County Commission
Wendell Bostwick, Chairman
Chet Spear, Vice-Chair
Angelina Baca, Member
Ben McDaniel, Member
Tim Ashley, Member

Deanna Bouillon, OSAP Director
Shanna Pacheco, OSAP Coordinator
Sandra Stewart, Public Services Director
Lance A. Pyle, County Manager

Adopted by the Board of County Commission on February 16, 2016

Table of Contents

The Office of Substance Abuse Prevention	3
Mission Statement	3
Equal Opportunity and Affirmative Action	3
County Manager	3
Volunteer Eligibility Requirements	3
Volunteer Code of Conduct	3
Prohibited Volunteer Activities	4
Travel/Mileage/Meal/Hotel Reimbursements	4
Volunteer Personnel Records	5
Termination/Resignation	5
Exhibit A	7
Exhibit B	8
Exhibit C	10
Exhibit D	11
Acknowledgement	12

CURRY COUNTY

OFFICE OF SUBSTANCE ABUSE PREVENTION PROGRAM POLICY MANUAL

The Office of Substance Abuse Prevention

The OSAP establishes an integrated and comprehensive substance abuse prevention services delivery system through the promotion of sound policy, effective practice and cooperative partnerships to ensure the availability of quality prevention. It is committed to the implementation of evidence-based prevention programs and infrastructure development activities. The OSAP provides the infrastructure and other necessary support to local stakeholders in selecting and implementing policies, programs, and practices proven to be effective in research settings and communities.

Mission Statement

The OSAP is dedicated to improving and maximizing the impact of New Mexico's substance abuse prevention system. To this end, OSAP seeks to build the capacity of the state's local prevention providers to deliver effective prevention services aimed at reducing alcohol, tobacco and other drug abuse.

Equal Opportunity and Affirmative Action

Persons may not be denied eligibility to become OSAP volunteers based on a lack of formal education or employment experience or based on citizenship, race, color, age (except as provided by law), national origin, sex, handicap, or political affiliation.

County Manager

The Board of County Commission has authorized the County Manager to sign volunteer agreements on behalf of this program without having to obtain approval from the Board of Curry County Commission.

Volunteer Eligibility Requirements

The following are the requirements necessary to participate in the Office of Substance Abuse Prevention Volunteer Program:

- Be willing to serve on a regular basis without compensation (excluding travel compensation).
- Must be willing to accept instruction and supervision as required.
- Submit a copy of volunteer's valid driver's license and proof of vehicle insurance (if applicable), with a copy to be maintained at the OSAP Director's office.

Volunteer Code of Conduct

- OSAP Volunteers are expected to act in a professional manner, treating other Volunteers, Site Supervisors, OSAP Staff, and the public with respect (avoiding criticism, gossip, and rudeness) and to use appropriate channels to make complaints and/or suggestions.
- The use of alcoholic beverages or illegal drugs during work hours is not permitted.
- The OSAP Volunteer will strive to be a good listener.

- The OSAP Volunteer will not interfere with another Volunteer's assignment.
- The OSAP Volunteers will always conduct themselves in a manner as to promote the OSAP Program.

Prohibited Volunteer Activities

1. Volunteers and grantees shall not engage in, and grantee funds shall not be used for, any of the following activities, unless they are specifically provided and/or allowed for in the applicable program regulations and only then with prior written authorization from the OSAP Director:
 - Electoral activities
 - Voter registration
 - Voter transportation to polls
 - Efforts to influence legislation
2. Volunteers should not 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.
3. Financial support is not a precondition to obtain volunteer services.
4. Grant funds are not used to finance labor or anti-labor organizations or related activity.
5. Project staff and/or volunteers are not to give religious instruction, conduct worship services, or attempt to convert someone to one's own religious faith as part of their duties and, if the sponsor is an organization that conducts inherently religious activities, those activities are offered separately, in time and location, from the programs or services funded under the OSAP grant.

Travel/Mileage/Meal/Hotel Reimbursements

1. Volunteers who wish to be reimbursed for travel, mileage, meals, and hotel accommodations must do so in accordance with the established Reimbursement Agreement (exhibit B). Volunteers who claim mileage by driving their own vehicle to and from assignments are required to provide proof to the OSAP Director of valid automobile insurance and a copy of their valid New Mexico Driver's License, *yearly* and upon expiration.
2. All reimbursements must be turned in within thirty (30) days of the date they were incurred, with the exception of June, which must be submitted by no later than June 15th. From June 15th to June 30th, no mileage expenses will be paid of each year.
3. Mileage reimbursements will be paid until all funds have been exhausted. OSAP Director will notify Volunteer in writing within thirty (30) days when it appears that funds will be exhausted.

4. Actual reimbursement for lodging: A public officer or an employee may elect to be reimbursed for lodging not exceeding the single occupancy room charge (including tax) in lieu of the per diem rate set forth in this section, Public Finance Travel and Per Diem Regulations Governing the Per Diem and Mileage Act, Department of Finance and Administration, 2.42.2.9 NMAC (11/30/1995).
5. Actual reimbursement for meals: Actual expenses for meals are limited by Section 10-8-4(K) (2) NMSA 1978 (1995 Repl. Pamp.) to a maximum of \$30.00 for in-state travel and \$45.00 for out-of-state travel for a 24-hour period.
6. Receipts Required: The OSAP Volunteer must submit receipts for the actual meal and lodging expenses incurred. No reimbursement will be given without an itemized receipt. All receipts must be submitted by June 15 of the current fiscal year, if receipts are not received by the deadline then reimbursement will not be given. No travel will be paid after June 15th and through June 30th.
7. Verification of attendance must be submitted for all reimbursement requests; this includes a certificate of completion, receipt for the cost of training (if applicable), and/or an agenda.
8. Same day travel is not eligible for actual expense reimbursement.

Volunteer Personnel Records

OSAP Volunteer personnel files will contain at least the following information:

- Volunteer Certification/Agreement
- Copy of valid driver's license (if applicable)
- Copy of automobile insurance information (if applicable)
- Copy of waiver for driver's license and insurance

The OSAP Director will be responsible for making sure that all Volunteer records, documents and agreements are up to date and accounted for before Volunteers perform any driving under this program.

Termination/Resignation

It may be necessary to terminate an OSAP Volunteer for reasons such as unexplained absences, misconduct, or an inability to perform assignments. Termination of an OSAP Volunteer is at the discretion of the OSAP Director and/or the OSAP Coordinator. The County Manager will be notified in writing of any terminations by the OSAP Director by the next business day.

OSAP Volunteers may resign at any time for any reason. To be effective, a resignation must be in writing, dated, signed by the Volunteer and submitted the OSAP Director and/or the OSAP Coordinator.

When there are indications that a volunteer is having difficulty with the program or is not fulfilling their responsibilities, a discrete investigation of the situation should be undertaken by the OSAP Director to determine if the volunteer's services should be terminated.

Each OSAP volunteer will be given the opportunity to grieve a termination action to the Public Services Director of Curry County. Each OSAP volunteer will also be given the opportunity to appeal the Public Services Director's decision to the County Manager. A copy of the grievance/appeal procedure is attached (Exhibit C).

Exhibit A

Driver License & Excess Auto Liability Insurance

Volunteer Certification

I, _____, do hereby certify that I maintain a current driver's license and liability insurance on my own personal vehicle which I drive to and from my place of assignment as an OSAP Volunteer in the:

Curry County, Office of Substance Abuse Prevention

Located at:

816 N. Main St.

I understand that I am not entitled to excess auto liability protection as an OSAP Volunteer if I do not maintain a current driver's license and liability insurance on my own vehicle. I also understand that my failure to maintain such driver license and insurance makes me ineligible to claim reimbursement for my services related to volunteer transportation expenses.

Signed this _____ day of _____

Volunteer's Signature

Volunteer's Driver's License# _____

OSAP Staff

Date

Exhibit B

AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____, 2016 by and between Curry County, a New Mexico governmental entity, hereinafter referred to as “County”, and _____, whose address is _____, Clovis, New Mexico 88101, hereinafter referred to as _____.
(Last Name)

WHEREAS, _____ has agreed to assist County by volunteering as an OSAP Volunteer for County; and,

WHEREAS, County believes that the services _____ will be performing are for the benefit of the OSAP Program of Curry County; and,

WHEREAS, County deems it necessary for _____ to travel to such places in New Mexico that are necessary and essential for _____ to fulfill the obligations set forth hereinabove.

IT IS THEREFORE AGREED to by and between the parties that _____ shall travel to such meetings in the State of New Mexico that are necessary for _____ to fulfill the position set forth hereinabove pursuant to the following terms and conditions:

- 1) All said travel shall be approved in writing, by the County Manager or his/her designee, prior to _____ traveling.
- 2) For approved trips outside of the city limits of Clovis, _____ shall be reimbursed for his/her per diem and mileage at the same rates to County employees and pursuant to County policy. In order to be reimbursed for actual expenses instead of per diem and mileage, excluding alcohol, _____ shall provide County with actual itemized receipts for any and all expenses for which reimbursement is sought.
- 3) Actual reimbursement for lodging: _____ may elect to be reimbursed for lodging at the same rates provided to County employees and pursuant to County Policy. _____ shall provide County with actual itemized receipts for any and all expenses for which reimbursement is sought.
- 4) Actual reimbursement for meals: Actual expenses for meals are limited by Section 10-8-4(K) (2) NMSA 1978 (1995 Repl. Pamp.) to a maximum of \$30.00 for in-state travel and \$45.00 for out-of-state travel for a 24-hour period. _____ shall provide County with actual itemized receipts for any and all expenses for which reimbursement is sought.
- 5) _____ shall attach to the travel reimbursement and submit to the County Finance Department a copy of the certificate of completion, receipt for the cost of training (if applicable), and/or an agenda.

- 6) This agreement can be terminated by either party at any time. Unless terminated otherwise, this agreement shall only be valid through January 31, 2017.

Volunteer

Date

County Manager

Date

Exhibit C

Office of Substance Abuse Prevention Program

Personnel Grievance/Appeal Procedures

It is the policy of the Curry County Office of Substance Abuse Prevention Program that every OSAP Volunteer receives fair, just, and equitable treatment, regardless of position, political and/or religious philosophies, ethnic background, color, or sex; that each OSAP Volunteer be given the opportunity to be heard and express his/her grievance with assurance of receiving impartial consideration and freedom from any form of retribution.

Grievance Procedure

1. An OSAP Volunteer, as an individual or as a group of Volunteers, feeling that his/her rights have not been respected, shall discuss the situation with the OSAP Coordinator in an attempt to resolve the problem.
2. In the event the problem is not resolved, the aggrieved shall meet with the OSAP Director. At this time either the OSAP Director, the Volunteer or someone of his/her choice will reduce the grievance to writing. It must be signed by the aggrieved. If no immediate solution is reached, the OSAP Director shall have three (3) working days in which to further consider and to reply to the grievance in writing in an attempt to resolve it. At this time, a copy of the grievance and reply will be provided to the Public Services Director. If the Volunteer does not respond in writing to the OSAP Director's solution within three (3) working days, his/her agreement will be presumed.
3. If no solution to the grievance can be reached from the above steps, the OSAP Director will schedule a meeting with the Public Services Director.
4. The OSAP Director will notify the aggrieved individual(s) of the meeting date and time in writing.
5. A copy of the final determination of the grievance by the Public Services Director shall be placed in the Volunteer's personnel file.

Appeal Procedure

1. A participant may appeal the Public Services Director's decision in writing to the County Manager. This must be done in ten (10) working days of receipt of the grievance decision.
2. The County Manager will review all facts, evidence, written documents, and any other substantial information provided. Within the following ten (10) working days from receipt of appeal the County Manager will schedule a hearing between all parties to resolve the situation.
3. The decision of the County Manager is final.
4. A written record of the decision will be provided to all parties within five (5) working days of the hearing.

Exhibit D

Waiver and Release

In order to participate in the Curry County Office of Substance Abuse Prevention Program, undersigned hereby waives and forever releases, acquits, discharges, agrees to indemnify and covenants to hold harmless, the Curry County Office of Substance Abuse Prevention, all Curry County Office of Substance Abuse Prevention Program employees and volunteers, Curry County, governmental entity and its employees and officials, and any person for whom the community service is performed, from any and all actions, causes of action, claims liabilities, demands, damages, costs, loss of service, medical expense and compensation, known or unknown, on account of, or as a result of any and all known and unknown personal injuries, property damage, loss, claim or any other type of damage or injury, which the undersigned may hereinafter receive, suffer or have, individually, without limit and without regard to the cause or causes thereof, or the negligence of any part of parties, including the negligence of Curry County, its officers, and employees, the Office of Substance Abuse Prevention, and all Office of Substance Abuse Prevention employees and volunteers and any persons for whom Office of Substance Abuse Prevention activities are preformed whether such negligence be sole, joint or concurrent, for injury to or death of any person or damage to any property, arising out of or in connection with the participation of the volunteers in the Curry County Office of Substance Abuse Prevention.

Signed this _____ day of _____

Volunteer's Signature

OSAP Staff

Date

Acknowledgement

I have received a copy of the Office of Substance Abuse Prevention Program Policy Manual and agree to read and abide by the rules and regulations set forth.

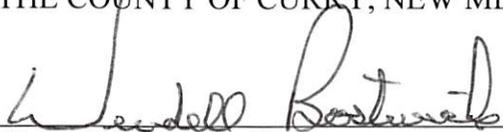
Print Name

Signature

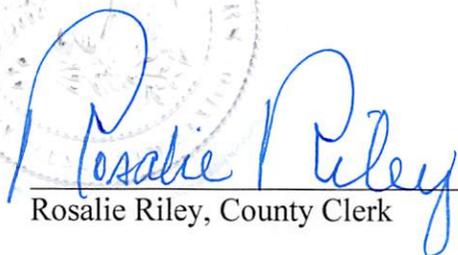
Date

Adopted by the governing body of the County of Curry this 16th day of February, 2016.

THE COUNTY OF CURRY, NEW MEXICO


Wendell Bostwick, Chairman




Rosalie Riley, County Clerk