



ÁREA LOCAL BAYAMÓN - COMERÍO

# CONTRATO ANUAL AARP 2023

PROGRAMA DE INNOVACIÓN Y OPORTUNIDADES  
EN LA FUERZA TRABAJADORA (WIOA)

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Host Agency: **Consorcio-Bayamon/Comerio** FEIN: 066-0433574

Address: P.O. Box 1588, Bayamon, PR - 00960

Phone: **(787) 785-4202 Ext:**

Fax:

The above named agency/organization, an equal employment opportunity employer, requests the services of enrollees from the AARP Foundation Senior Community Service Employment Agency.

**This Agency is:**

**A Non-Profit Organization.**

(Tax exempt under the Internal Revenue code 501(c)(3))

**A Public Organization.**

**Participant Supervisor(s) are:**

**Compensated with federal funds.**

**Not compensated with federal funds.**

The purpose of this agreement is for the host agency and AARP Foundation to enter a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation SCSEP participants.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, we ask that each host agency supervisor clearly understand and support the following agency and participant requirements in this agreement:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies. AARP Foundation acknowledges that participation as a host agency is voluntary and agrees to honor any host agency request in writing to reassign participants for any lawful reason. AARP Foundation may require documentation of the request, or the basis therefore.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant enrolls and/or gets a job off the program they may lose their public benefits. These benefits may include, but are not limited to: Public Housing, Food Stamps, SSI/SSD, and Medicaid.
- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training opportunities or unsubsidized

employment goals outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete required programmatic activities and tasks which may include:

- Accept referrals and interviews for employment outside the program.
- Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP)
- Accept transfers to other host agency assignments as necessary to further the participant's training and work experience.
- Register and maintain registration with the State Employment Service and/or One Stop Center.
- Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.

5) It is understood that The SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. Participation in SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.

6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.

7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned under federal law.

8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on participants. Host agencies may conduct background checks and drug screenings in their sole and exclusive discretion and in accordance with applicable law and assumes the risks of doing so. AARP Foundation is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.

9) The host agency agrees to have or obtain reliable technology services that would enable it to receive and send participant *Time & Attendance Reports* to and from the AARP Foundation office. Reliable technology services are those that can produce readable documents "not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Because electronic transmittal of Time and Attendance Reports are required by regulation as the method of documenting participant stipend payments for trained hours, AARP Foundation must place participants at an alternative assignment if a host agency cannot comply with this requirement. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having first-hand knowledge of the hours worked by the participant.

10) The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant, at its sole discretion. The host

agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP, including AARP Foundation SCSEP's policies prohibiting discrimination, workplace violence, and harassment. Host agencies agree and acknowledge that, while on-site at the Host Agency, participants are under the direct control and supervision of the Host Agency and that the Host Agency is responsible for permitting participants to conduct any tasks that qualify for payment under the program. AARP Foundation will not assign job-training tasks to any participant pursuant to this Agreement.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor(DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) Pursuant to SCSEP regulations, AARP Foundation, as a program administrator, is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to ensure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. The Host Agency recognizes that if a safety violation involving a SCSEP participant occurs on the premises, AARP Foundation expects Host Agency to follow safety notification laws as it would for its own employees, and to immediately notify AARP Foundation of any incident. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to ensure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- No lifting over 20pounds
- No step stools or ladders
- Participants may not drive unless the assignment, expressly includes driving, is approved in advance by AARP Foundation and is carried out in accordance with this Section 12 and Section 13 below
  
- Participants must always be supervised

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation.

(a) Only in exceptional situations can a participant transport other passenger(s) and only then with the approval of the national AARP Foundation SCSEP director. If a participant has been approved to engage in duties that include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) while engaged in the performance of those duties. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record(MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

(b) If the participant drives his or her own vehicle as part of his or her assignment beyond commuting, the Host Agency must ensure that participant maintains automobile liability insurance appropriate to cover performance of their assignments.

(c) The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment.

(d) A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

14) It is understood that each party shall indemnify, defend, and hold harmless the other against all claims or actions that arise from the indemnifying party's performance of duties as described herein. For the Host Agency, this includes, without limitation, claims arising from participant conduct while under instructions from the Host Agency pursuant to the participant's assignment; claims of unpaid wages by participants that imply a breach of Section 15 hereunder; and claims arising from host agency's duty to maintain a safe working environment for participants. For AARP Foundation, this includes, without limitation, claims arising from failure to pay the training stipend despite submission of timesheets from Host Agency, or claims arising from the SCSEP enrollment process. For the avoidance of doubt, management and control over of a participant's tasks and whereabouts while on-site at a host agency constitutes performance of the host agency's duties under this agreement and does not constitute AARP Foundation performance. If defense against the claims on the indemnified party's behalf would give rise to a conflict of interest that cannot be reasonably waived, the indemnified party shall be entitled to separate counsel approved by the indemnifying party, such approval not to be unreasonably withheld. The obligations of each party to indemnify the other shall survive the termination or expiration of this Agreement.

15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages.

(a) It is also understood and agreed to that AARP Foundation SCSEP shall pay a wage stipend to participants assigned to the host agency only within the limits communicated to host agency at the onset of participant placement; federal regulation prohibits payment beyond those grant-prescribed limits. The host agency shall not permit or instruct participant(s) to perform work beyond such limits or require participant to perform unpaid or volunteer host agency shall compensate participant(s) for such time and comply with applicable law governing employment requirements.

16) It is understood that, by law, host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for a participant under Title V of the Older Americans Act is permissible only if the assignment does not:

- a. Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants.
- b. Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or

- employment benefits);
- c. Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
  - d. Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

17) The host agency will be listed on the *Time Attendance Report* in AARP Foundation records accessible by the U.S. Department of Labor. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in SCSEP databases.

18) It is understood that all participant(s) records are subject to the Privacy Act, 5U.S.C. § 552a and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.

19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the U.S. Department of Labor, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party.

21) ) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, must be made by mutual consent of the parties, in writing, signed and dated by both parties, prior to assignment of participant(s) to host agency or any changes being performed.

22) No part of this agreement requires payment of fees by a party to the other.

Effective for PY23 ONLY(7/2023)

(Earlier Versions are no longer valid)

**E-Signature** [ Required fields are denoted with an asterisk (\*).]

**I certify that I am authorized to submit the Host Agency Agreement and Safety renewal form. I accept terms and conditions to submit the form.** [Click here for more information on electronic signature](#)

\*Full Legal Name: Jose Rivera Pamiás Title: Director Ejecutivo

\*Confirm ZipCode: 00960 Date: 7/17/2023 11:50:34 AM

( For security reasons, you must provide your host agency zipcode to submit this form. )



**JUNTA LOCAL**  
DE DESARROLLO LABORAL  

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**BAYAMÓN / COMERÍO**

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# **MOU**

# **AARP FOUNDATION**


**PROGRAMA DE OPORTUNIDADES  
E INNOVACIÓN EN LA FUERZA  
LABORAL (WIOA)**

american**job**center®




**MEMORANDUM OF UNDERSTANDING (MOU)  
LOCAL LABOR DEVELOPMENT BOARD BAYAMÓN-COMERÍO  
LOCAL LABOR DEVELOPMENT ÁREA BAYAMÓN-COMERÍO**

**APPERENCE**

 **OF THE FIRST PART: HON. RAMÓN L. RIVERA CRUZ**, of full age, married, executive and resident of Bayamón, Puerto Rico and President of the Board of Mayors and the Local Labor Development Board, represented by its President, **ELIUD M. DÍAZ GONZÁLEZ**, of full age, married, executive and resident of Comerío, Puerto Rico; hereinafter referred to as the Bayamón-Comerío Local Labor Development Area (ALDL) (**JLDL**).

**FROM THE OTHER PART: AARP FOUNDATION PROGRAM SCSEP**, an entity that administers funds under the Olders Americans Act of 1965, Title V, represented in this act by Demetrios Antzoulatos, of legal age, married and resident of Washington DC as required (obligated) partner under the provisions of WIOA, hereinafter the **PARTNER**.

**EXHIBIT**

 On July 22, 2014, the Workforce Innovation and Opportunity Act (WIOA PL 113-128) went into effect, which is designed to assist job seekers in accessing job opportunities, educational development, training and support services. It is designed to assist job seekers to access job opportunities, educational development, training and support services, to perform effectively in the job market, and to align employers with the skilled and prepared workers they need to compete effectively in today's productive markets.

The WIOA establishes in its Section 121(c), as well as in its regulations all the provisions related to the establishment of a Memorandum of Understanding (MOU) between the Local Labor Development Board of the Local Labor Development System, and the Mandatory Partners of the Bayamón-Comerío Local Labor Development System, duly identified in Section 121 of the WIOA.

Pursuant to the foregoing, the parties represented agree to establish the following MOU subject to the following provisions:

**PART I: PROGRAMMATIC ARRANGEMENTS**

**SECTION I: PURPOSE OF THE MOU**

The purpose of this MOU is to establish a collaborative working relationship between the parties and to define their respective roles and responsibilities in achieving the strategic goals and objectives established by the System. The MOU also serves to establish the framework for providing the services required by employers, employees, the unemployed and other segments of the population in need of labor development services.

The Bayamón-Comerío Local Labor Development Area is a Local Area recognized under the provisions of the WIOA by the State Labor Development Board and administers the Single Management Center (CGU) corresponding to the Local Labor Development System. In the CGU, the service programs that make up the center become partners, with the aim of making service activities available to eligible populations and meeting the labor development needs that exist in the geographic area where services are provided.

## **SECTION II: PROVISIONS OF APPLICABLE LAW AND REGULATIONS**

This MOU is developed and formalized following the provisions included in the following statutes of law, regulation and state public policies:

- WIOA: Section 121(c)(2); and
- WIOA Final Rule, 20 CFR Parts 601, 651, 652
- Circular Letter WIOA-01-2017- Memorandum of Understanding (MOU)

## **SECTION III: PROGRAMS THAT APPEAR IN THE MOU**

This agreement was formalized by the Bayamón-Comerio ALDL and its local Labor Development Board, is an individual for the services to be offered by AARP Foundation SCSEP which is a partner required by the Workforce Innovation and Opportunity Act (WIOA) in its section 121 (b)(1)(B)(ix).

## **SECTION IV: ROLES AND RESPONSIBILITIES OF THE WORKFORCE DEVELOPMENT SYSTEM MANDATORY PARTNER**



The roles and responsibilities of both partners in this agreement under the Local Employment Development System are defined in Section 121(b) of the WIOA. We are now presenting them and including them as part of this MOU:

- Provide access to the programs and activities described in this MOU offered through the Local Workforce Development System CGU, including the career services described in Section 134(c)(2) of the WIOA;
- Use a portion of the funds allocated for the programs and activities described in Section VIII of the MOU to subsidize the costs of operating CGU of the Local Workforce Development System, including paying for costs associated with CGU's service infrastructure, as provided in Section 121(h) of the WIOA;
- Establish an MOU with the Bayamón-Comerio Local Labor Development Board to define the aspects of the operation of CGU of the Local Labor Development System and in compliance with the requirements set forth in Section 121(c) of the WIOA;
- Participate in the operation of the CGU of the Local Labor Development System consistent with the terms of the MOU, the provisions of Title I of the WIOA, and the provisions of the federal laws that give rise to the corresponding programs and activities.
- To comply with the participation and communication standards aimed at the excellence of CGU's services.

## **SECTION V: DESCRIPTION OF SERVICES AVAILABLE IN THE CGU OF THE LOCAL WORKFORCE DEVELOPMENT SYSTEM**

The general services available at the CGU of the Local Labor Development System will be:

- Determination of eligibility for services under WIOA Title I Adult, Dislocated Worker, or Youth program activities or Employment Service program activities, promotion and candidate search, intake and informational guidance on the range of services available in the CGU and from core partner services such as Title I, A-B, WIOA, Vocational Rehabilitation Administration programs.

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- Initial assessment of the person's skill levels, including aspects of literacy, numeracy, and English language fluency, as well as initial assessment of skills, attitudes, and support service needs;
  - Labor Exchange Service, including job search and placement services, and when an individual needs it, career counseling services, including providing information on industry sectors and in-demand occupations; and providing information on non-traditional employment opportunities;
  - Services with referrals to and coordination of service activities with other programs available at CGU, such as Partner Programs, and, if appropriate, other job development programs;
  - Information on the characteristics and conditions of the labor market, including statistical information on the local, regional, and state employment market, such as
    - Listing of vacant occupations in the labor markets;
    - Information on the employment skills needed to obtain a job described in the Listing of Open Occupations;
    - Information related to occupations in demand in the labor markets and income levels, the skills required and opportunities to access and obtain these occupations.
  - Provide information on unemployment levels and costs of training activities of service providers;
  - Provide information on the Local Area's unemployment level in the appropriate performance measures, as well as any other unemployment information related to the Local Area's CGU;
  - Provide information on available support services and assistance and the due process for referral.
  - Assistance in meeting eligibility requirements for programs that provide financial assistance for educational activities

**RESPONSIBILITIES AND SERVICES OF THE AARP FOUNDATION SCSEP SENIOR COMMUNITY EMPLOYMENT PROGRAM UNDER ITS PARTICIPATION IN THE CGU**

As an optional partner, THE MEMBER, your representative present in the CGU will offer guidance on all the services available through its programs, with the alternatives described below. It undertakes to offer the following services in the CGU:

- o Orientation to people 55 years old or more in economic disadvantage of the SCSEP program.
- o Determine eligibility according to criteria established by the program.
- o Training them in job settings in government, public and non-profit agencies.
- o Assist program participants in managing and finding employment by improving their resume and job search techniques.
- o Promote participants in the world of employment.

- o Train them for their own employment promotion.
- o Incentives for employers.

### **RESPONSIBILITIES OF THE TITLE I-B YOUTH, ADULT AND POSTED WORKER PROGRAM**

This program will offer its services after receiving the general services of the Single Management Center that include those of the Partner in this agreement. The services of the Title I-B, are the following:

#### Individualized Career Services


Individualized career services must be available to individuals if it is determined that they are required to obtain or retain employment. These include the following services:

- Specialized skill level and service needs assessments for adults and dislocated workers, Section 134(c)(2) and (c)(3). To meet some of these requirements, the use of assessments is necessary. To avoid duplication of services, WIOA contains a clause that allows the use of prior assessments from other programs. The GTU Operator must determine whether the assessments are appropriate and must have been completed within the previous six months.
- Development of an individual work plan to identify employment objectives and services appropriate for the participant to achieve his/her employment goals, including a list of information regarding eligible providers.
- Counseling Groups
- Individualized counseling
- Career planning
- Short-term pre-vocational services, such as development of learning skills, communication, interviewing techniques, punctuality, personal and professional behavior skills, services to prepare individuals for unsubsidized employment
- Internships and work experience that are linked to careers
- Employment readiness activities
- Financial literacy services as described in WIOA Section 129(b)(2)(D)
- Assistance in finding employment outside the area and relocation assistance
- English language acquisition and integrated education and training programs

#### Training Services

The WIOA is designed to increase access for training participants. The services available following the development of an Employment Plan are intended to prepare individuals to enter the workforce and retain employment. Activities that may be available according to the strategies outlined for the individual are

- Occupational skills training
- On-the-job training (OJT), including non-traditional jobs
- On-the-job training (OJT)
- Training of workers in accordance with WIOA Section 134(d)(4)
- Training for relevant workers in accordance with Section 134(d)(2) of WIOA
- Job training and cooperative education programs

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- Private sector training programmers
  - Skill enhancement or retraining and recycling
  - Business training
  - Transitional employment pursuant to WIOA Section 134(d)(5)
  - Job readiness training or job training in combination with other training described above
  - Adult education and literacy activities, including English language acquisition activities and integrated education and training programmers
  - Tailored training with a commitment by an employer to employ an individual upon completion of training

#### **SECTION VI: REQUIRED REPORTS**

Reports required:

- Every three (3) months, the designated operator shall provide all partners with a report including CGU's budget, expenses, reconciliations, services provided, population served, and performance information.
- The AARP Foundation SCSEP Program Partner will provide a quarterly report that includes
  - Number of participants oriented about their program through CGU.
  - Number of participants referred for service.
  - Amount of time dedicated to CGU.



#### **SECTION VII: RESPONSIBILITIES OF PARTNERS IN RELATION TO THE OPERATION OF THE CGU OF THE LOCAL LABOUR DEVELOPMENT SYSTEM**

The following are the responsibilities of the Partners in the process of operating the CGU of the Local Labor Development System and being an active part of the service activities in it:

- The partners appearing in this MOU agree to actively participate in the planning processes, development of work plans and in modifications to the work plans related to the operation of CGU.
- The partners appearing in this MOU agree to make the Local Employment Development System an access point to services available to persons seeking employment or to improve their occupational skills through training services. The CGU of the Bayamón-Comerío Local Labor Development System will serve as an alternate center for the clientele of both partners to access their services and also to access the services that the mandatory partners have available for the population of the area.

#### **SECTION VIII: METHODS FOR REFERRAL**

The Operator of the CGU will be responsible for the referral of individuals who can benefit from the program of THE PARTNER and for any other program of the Partner.

- Referrals will be made on the agreed upon forms for this purpose.
- All candidates will be referred to the contact persons, established for the Region or with the central office of THE PARTNER, as appropriate.

It shall be the responsibility of THE MEMBER to report the results of the referrals (see Section VI).

**SECTION IX: ALLOCATION OF FUNDS FOR GC SERVICES AND OPERATIONAL COSTS**

Both partners appearing in this MOU agree to share the operating costs of the CGU of the Sistema Local de Desarrollo Laboral Bayamón-Comerio. Their economic participation will be through the allocation of funds to cover their operation in CGU and through contributions in kind. Since the CSBG program is a program within the Municipality of Bayamón that is contributing the costs of CGU facilities, only in-kind contributions have been determined for the program. The costs to be invested in the cost-sharing agreement will be:

- Salary, fringe benefits and travel expenses of staff members/employees who are seconded to CGU
- Promotional material for the disclosure of the services provided by the partner
- Both partners in this MOU will be responsible for resolving any audit issues related to cost sharing. Once the cost sharing methodology is approved by the independent auditors of the appropriate agencies and entities, the Board of Mayors and the Local Workforce Development Board will proceed to authorize and sign the cost sharing agreement.
- The cost-sharing agreement may be amended without amending the MOU. The cost-sharing agreement will be accompanied by a budget detailing the methodology used for cost sharing. This budget may be amended to reflect the actual amounts without having to amend the agreement document.
- Cost Sharing. THE PARTNER will provide the ALDL BAYAMON-COMERIO with a contribution in resources from AARP Foundation SCSEP program participants to support the Local Area Human Resources staff, through a grant from the SCSEP "Senior Community Service Program" grant.

THE PARTNER will make direct grant payment to assigned participants through grant payroll, processed from the AARP Foundation SCSEP Project Office on a biweekly basis at the rate of 72 hours per month for a \$8.50 hourly grant.

<b>CGU-AJC – BAYAMÓN-COMERÍO</b>
1. RECEPCIONIST - \$612.00 MONTHLY
2. CLERICAL ASSISTANT - \$612.00 MONTHLY
3. MAINTENANCE - \$612.00 MONTHLY

**Sending of participant's payroll AARP Foundation SCSEP.** The ALDL/Bayamón-Comerio will submit bi-weekly payrolls for the payment of grants to program participants assigned to the Bayamon-Comerio Local Labor Development Area. All nominations should be sent to the following address, fax or email:

**PROGRAM AARP Foundation SCSEP**

Urb. Atenas  
Elliot Vélez St. B-43  
Manatí, Puerto Rico 00674  
Fax: 1-888-216-1800  
1-866-949-1389  
Email: [rcarnerobeaon@aarp.org](mailto:rcarnerobeaon@aarp.org)

## SECTION X: SERVICE PRIORITY FOR INDIVIDUALS WITH BARRIERS TO EMPLOYABILITY

For purposes of this MOU, the following definition is adopted for an individual with barriers to employability, as included in Section 3(24) of the WIOA

Persons who are part of the following population segments will be considered individuals with barriers to employability:

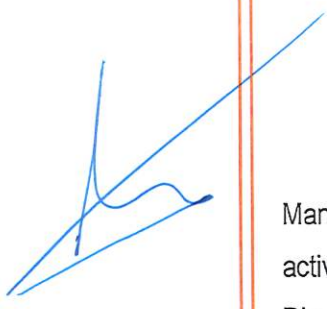
- Displaced domestic worker.
- Low-income persons.
- Persons with disabilities, including youth who are persons with disabilities, as defined in Section 3 of the American with Disability Act (ADA).
- Persons who are 55 years of age or older.
- Former offenders of the law.
- Wandering persons, as defined by the Violence Against Women Act of 1994, or wandering children or youth, as defined by the McKinney-Vento Homeless Assistance Act.
- Youth who are in the foster care system or have reached the age of majority to leave the system.
- Individuals who are English language learners, individuals with low literacy levels, and individuals who face substantial cultural barriers.
- Eligible migrant workers, as defined in Section 167(i) of the WIOA
- Persons who are within two (2) years of exhausting their eligibility for life under Part A of Title IV of the Social Security Act (TANF Program).
- Single parent, including a pregnant woman.
- Long-term unemployed person.
- Those other groups determined by the Governor to present barriers to employability.

For purposes of ensuring compliance with the provisions of Section 134(c)(3)(E) of the WIOA, which requires the prioritization of adult participants to receive individualized career and training services, the following order of priority is established for the provision of Career and Training Services

- Public benefit program assistance participants.
- Other low-income adult population segments that have an additional condition that defines them as having barriers to employability, as described in Section X of this MOU.
- Adults with basic skill deficiencies.

Veterans and their eligible spouses have high priority for services under all federally sponsored training and employment programs, including under the WIOA. However, where there is an order of priority of services established by statutory requirements, as is the case for the population groups previously described under the WIOA, the following is the applicable order of priority at the time a veteran and his/her eligible spouse apply for services in the Bayamón-Comerío Local Area CGU.

- 1) An adult veteran and eligible spouse who are included in the priority groups established by the WIOA.
- 2) An adult person who is not a veteran and is included in the priority groups established by the WIOA.



3) An adult veteran and eligible spouse not included in the priority groups established by WIOA.

4) Those adults who are not included in the priority groups established by WIOA.

Mandatory members appearing in this MOU certify that all of their policies, procedures, programs, activities, services and physical facilities comply with the provisions of the American with Disabilities Act of 1990, as amended, in order to provide equal access to persons with disabilities.

#### **SECTION XI: USE OF SHARED TECHNOLOGY SYSTEMS AND SYSTEM SECURITY**

The WIOA establishes the use of technology systems as one of the critical elements for all possible aspects of information exchange, including participant follow-up activities, common application and case management process, programmatic reporting and data collection processes. It has also been established in the Puerto Rico Unified Plan to have common information systems.


To support the use of existing technological resources and maximize their operation in the Local Labor Development System, the mandatory partners agree:

- 
- To comply with the provisions corresponding to maximizing the use of technology in the service processes for the participants served established by the WIOA and other legislation and regulations applicable to the programs and activities corresponding to the partners;
  - Comply with the principles of common reporting and information sharing through electronic mechanisms, including technology exchange;
  - Promote the exchange of information between both partners, complying with the permissibility and confidentiality requirements of their programs, using technological mechanisms;
  - Maintain all files and information on CGU participants in the Local Laboratory Development System and Mandatory and Optional Partners, including applications for services, eligibility determinations, referral records, or other documents originating from the agreements established in this MOU, in strict confidentiality and use them exclusively for purposes related to the services provided;
  - Develop enhancements to available technology applications to facilitate interfaces for common information needs among members; and
  - Understand that security arrangements for technology systems and applications must be agreed upon by both partners on a mandatory basis.

#### **SECTION XII: SHARED TRAINING AND COMMUNICATION WITH THE LOCAL BOARD**


- CGU-AJC partners will encourage, accommodate staff and/or provide training, as deemed necessary, to ensure that all staff are familiar with all programs or agencies represented in CGU-AJC and thereby integrate services, reduce duplication and improve the client care system.
- The Local Board and the CGU-AJC operator will coordinate the training schedule and work with partners to accommodate them in such training.
- Training will be provided at least two (2) times per year.



- 
- The Farm Worker Training and Employment Program may participate in the Single Management System Operational Committee of the Local Board.
  - This committee has been created to search for strategies to improve CGU services and develop its resources.

**SECTION XIII: CONFIDENTIALITY ITEMS**

Both partners agree to comply with the provisions relating to the confidentiality elements of the WIOA, as well as any laws and regulations applicable to the programs they represent, to ensure the following:

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- All official documents related to participants served through the programs, activities and services provided in the Local Employment Development System's CGU will be confidential and may not be provided for review or examination for any purpose unrelated or unrelated to the provision of the corresponding services under this MOU:
  - No person shall make public, disclose or authorize, cause to be published, disclose or use, any confidential information of the applicants, participants or clients in general of the mandatory partner programs, unless a specific authorization for these purposes is signed, on a voluntary basis, by the participant or client;
  - Both partners agree to comply with the confidentiality provisions currently applicable to their respective laws and regulations and will share such information as is necessary for the administration of the program, as permitted by such laws and regulations. Therefore, the mandatory partners agree to share client information necessary for the provision of services related to client assessment, client universal access, referral to training programs or activities, referral to job placement or job skills development activities, and other types of services necessary for the purposes of the employability programs or support services.
  - Client information will be shared only for purposes of enrollment, referral or service provision. In exercising their responsibilities, each mandatory partner will respect and comply with the confidentiality policies applicable to each mandatory partner.

**SECTION XIV: NON-DISCRIMINATION AND EQUAL ACCESS POLICIES**

Both partners shall not engage in or permit discriminatory or harassing practices or behavior against any officer or employee, against any person applying for employment, or against any person applying for services on the basis of gender, race, color, ancestry, religion, national origin, veteran status, physical disability, mental disability, medical condition, age, sexual orientation, or marital status. Mandatory members agree to comply with the provisions of the Fair Employment and Housing Act ("Government Code Section 12990") and regulations applicable thereto.

Both partners certify that they will comply with the provisions of the American with Disability Act of 1990, as amended, and its applicable regulations, which prohibit discrimination on the basis of disability. In compliance with this provision, they certify that all service policies and procedures, as well as programs and activities provided in the CGU of the Local Employment Development System comply with the American with Disability Act of 1990, as amended, and its applicable regulations.

In addition, members agree to comply fully with the provisions of the WIOA, Title VII of the Civil Rights Act of 1975, Title IX of the Education Amendments of 1972, 27 CFR Part 37, and all regulations related to the legislation described herein.

**SECTION XV: GRIEVANCE PROCESS**

The partners agree to establish and maintain a procedure for handling complaints, using the provisions of the WIOA. The procedure for dealing with complaints will be applicable both to clients of the Local Development System and to CGU partners. This procedure will allow the client or entity filing the complaint to exhaust all administrative remedies in order to receive a fair and complete process of administrative hearings and resolutions for the complaint filed.

In addition, the partners agree to establish an open and direct communication process to solve, in a collaborative manner and with the least possible intervention, any problem that may arise in relation to the provision of services through the Local Labor Development System.

**SECTION XVI: OTHER PROVISIONS AND REQUIREMENTS**

**Alcohol, Drug, and Sexual and/or Workplace Harassment Free Environment**

It is the policy of the Local Board to provide and maintain a safe, non-hostile, alcohol and drug free work environment; however, the parties to this MOU agree to develop, in writing, and jointly enforce a public policy to this effect.

**Record Keeping**

The operator of the Centro de Gestión Única Bayamón-Comerio American Job Center (AJC) will be responsible for all files related to the administration and operation of the CGU-AJC.

**Exclusion and Suspension**

The parties to this MOU agree to comply with the Debarment and Suspension provisions as set forth in 20 CFR Part 252 et seq.

**Strict Requirement Policy**

All partners agree to observe the more stringent term on any point in the MOU where different criteria apply, as long as it does not conflict with federal and/or state provisions.

**Transferability of the MOU**

This MOU shall remain in full force and effect until the designation of the CGU-AJC operator. The designated CGU-AJC operator will assume the role of the Local Board as applicable to such areas as operational responsibility, record keeping, reporting, performance measures, continuous improvement and standards.

Related to discrimination, conflict resolution, and support in all collaborative efforts, as outlined in this MOU.

**SECTION XVII: EFFECTIVE DATE OF MOU**

The effective date of this MOU is from the day both parties have agreed and signed it until June 30, 2024, when the WIOA Unified State Plan expires.

**SECTIONS XIII: AMENDMENTS AND MODIFICATIONS TO THE MOU**

This MOU constitutes the general agreement between all parties appearing. No agreement taken outside of that MOU represents a binding condition of compliance for the parties. This MOU may

be modified, amended or revised, as necessary, by mutual agreement of all parties and by establishing an amendment signed and dated by the parties.

**SECTION XIX: TERMINATION OF THE MOU**

The partners recognize that the effectiveness of the Local Labor Development System is based on the goodwill efforts that each partner makes for the benefit of the community and the integration of all components to provide quality services to the eligible population segments. The parties also agree that this is a project that can have different forms and logistics to be carried out and meet the requirements of the WIOA. In the event that it becomes necessary for one or more partners to withdraw from this MOU, they must notify the remaining partners of this intention in writing within a minimum of forty-five (45) days prior to the date they will withdraw from the agreement.

AND FOR THE PURPOSE OF THIS AGREEMENT, the parties hereto have signed this agreement, in

Bayamón, Puerto Rico, this 23 day of February, 2022

ÁREA LOCAL DE DESARROLLO LABORAL  
LOCAL LABOR DEVELOPMENT AREA

RAMÓN LUIS RIVERA CRUZ  
PRESIDENTE JUNTA ALCALDES  
JLDL BAYAMÓN – COMERÍO

ELIUD M. DIAZ GONZÁLEZ  
PRESIDENTE JUNTA LOCAL  
JLDL BAYAMÓN – COMERÍO

DocuSigned by:  
Demetri Antzoulatos 2/23/2022  
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DEMETRIOS ANTZOULATOS  
VP FINANCE, GRANTS & OPERATIONS