



ÁREA LOCAL BAYAMÓN - COMERÍO

# CONTRATO ANUAL AARP 2023

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



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Host Agency: **Consortio-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 that are 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. Â§ 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 Pamas 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. )