

AARP FOUNDATION

**SCSEP**Senior Community Service  
Employment ProgramMain Menu HA Users Manual Safety Addendum  
SCSEP Host Agency Agreement Renewal System

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Please review the below agreement, at the bottom you will have the opportunity to electronically sign and submit your renewal. If you have any questions please contact your local SCSEP Project Site Office.

**AARP** FOUNDATION Senior Community Service  
Employment Program

**HOST AGENCY AGREEMENT**

Host Agency: **Webb Co Risk Management Office FEIN: 74-60015872**

Address: **1110 Washington St., Suite #204, Laredo, TX - 78040**

Phone: **956-523-4144 Ext:**

Fax: **956-523-5012**

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.**

The purpose of this agreement is for the host agency and AARP Foundation to enter into 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.

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.
- 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 an individual 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 and unsubsidized employment that is provided outside of the host agency. Participants may be required to do the following activities/tasks:
  - Accept referrals and interviews for employment outside the program;
  - Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
  - Accept regular 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. The 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) 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.
- 7) 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. The AARP Foundation SCSEP is not financially or otherwise responsible for any costs, expenses or claims associated with background checks or drug screenings.
- 8) The host agency agrees to have a fax machine in good working condition in order to both receive and send participant *Time & Attendance Reports* from and to the AARP Foundation office or designated fax number. "Good working order" includes insuring that the document output settings are correct so that the fax is readable—not overly dark or overly light. Without good fax copies, AARP Foundation SCSEP cannot scan timesheets. If AARP Foundation SCSEP is consistently unable to scan your timesheets, AARP Foundation SCSEP participants cannot be paid and will potentially have to be transferred to a host agency where a fax machine is properly working.
- 9) Host agencies agree to give serious consideration for any permanent job openings in the agency to qualified participants. The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP.
- 10) 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. This survey is generally sent out in January, but timing is at the discretion of DOL. If selected, please complete the survey as it influences continued DOL funding for the SCSEP grant. The DOL will make three attempts to obtain a completed survey from a host agency.
- 11) It is understood that the AARP Foundation is responsible for providing workers' compensation insurance for all participants, in accordance with state law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties;

and to insure that proper equipment, procedures, and safe practices are used in conformance with state law. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure 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 20 pounds
- No step stools or ladders
- Participants may not drive unless the assignment, which includes driving, is approved by AARP Foundation
- Participants must always be supervised

12) No participant is authorized to drive as part of his or her assignment without the approval of AARP Foundation. Only in exceptional situations can a participant transport other passengers and only then with the approval of the national SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the host agency. 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. If the participant drives his or her own vehicle as part of his or her assignment, the participant must also maintain automobile liability insurance in the appropriate amount covering participant(s) engaged in the performance of their assignments using a vehicle owned or operated by the participant. 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. 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.

13) 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. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of participants assigned to the host agency. The host agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by AARP Foundation or to volunteer hours. If the host agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. 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 firsthand knowledge of the hours worked by the participant. AARP Foundation recognizes that assigned supervisors change and may not always be available to sign participant timesheets. In this case, in lieu of providing the names and signatures of authorized supervisors, by signing this *Host Agency Agreement*, the authorized agency representative agrees to ensure that the participant signs his/her timesheet and that a responsible official of the agency certifies that the reported information on the timesheet is correct.

14) It is understood that it must not use participants as substitutes for permanent employees in the agency. Federal regulations prohibit "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. Maintenance of effort requirements regarding the use of SCSEP funds specify that a community service assignment for a participant under Title V of the Older Americans Act is permissible only when the following specific maintenance of effort requirements are met. Community service assignments:

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

15) The host agency will be listed on the *Time Attendance Report*. 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 the databases.

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

17) 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 DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

18) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party. The host agency may reject or request the removal of any participant at any time for any lawful reason upon written notification to AARP Foundation.

19) 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.

Signature: \_\_\_\_\_

Full Legal Name: \_\_\_\_\_

Date: \_\_\_\_\_

TANO E. TIJERINA

Title: \_\_\_\_\_

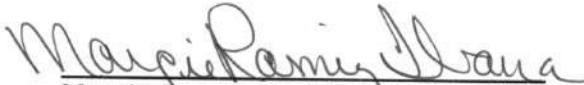
WEBB COUNTY JUDGE

SAFETY IS NO ACCIDENT

06-28-2013


**AARP Foundation SCSEP**

ATTEST:

  
Margie Ramirez Ibarra  
Webb County Clerk



APPROVED AS TO FORM:

  
Marco A. Montemayor  
Webb County Attorney

**\*By law, the county attorney's office may only advise or approve contracts or legal documents on behalf of its clients. It may not advise or approve a contract or legal document on behalf of other parties. Our review of this document was conducted solely from the legal perspective of our client. Our approval of this document was offered solely for the benefit of our client. Other parties should not rely on this approval, and should seek review and approval of their own respective attorney(s).**