

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.



Senior Community Service
Employment Program

HOST AGENCY AGREEMENT

Host Agency: **Webb Co Risk Management Office** **FEIN:**

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

Phone: **(956) 523-4728 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.**

Participant Supervisor(s) are:

☐ **Compensated with federal funds.**

☒ **Not compensated with federal funds.**

The purpose of this Agreement is for the Host Agency (listed above) and AARP Foundation to jointly participate in the Senior Community Service Employment Program (SCSEP). Under SCSEP, a "Participant" is defined as an individual who has been determined eligible, formally enrolled in SCSEP, and is receiving program services, receives training through a community service assignment while actively pursuing unsubsidized employment. The Host Agency agrees to provide meaningful training and work experience opportunities for SCSEP Participant in exchange for federally subsidized community service hours performed by AARP Foundation SCSEP Participant(s).

To ensure our Host Agency partners understand their important role in the daily lives of SCSEP Participant and their responsibilities in supporting each Participant goals to enhance or learn new skills and to obtain unsubsidized employment, each Host Agency must agree to follow, and Host Agency supervisor must clearly understand the Host Agency and Participant requirements set forth 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 and agrees 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 a Participant for any lawful reason. Host Agency acknowledges that AARP Foundation may require documentation of the request (including the basis therefor) and agrees to provide the same.

3) Host Agency and AARP Foundation document their understanding that the purpose of the SCSEP is for a Participant to provide community service while they actively pursue training and unsubsidized employment outside of the SCSEP Program. When a Participant enrolls and/or gets a job outside 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) Host Agency acknowledges that Participant(s) may miss some hours at the Host Agency assignment in order to pursue training opportunities or unsubsidized employment outside of the Host Agency. Host Agency agrees to coordinate when the Participant is required by AARP Foundation SCSEP Program to complete required programmatic activities and tasks which may include (but not be limited to):

- Accepting referrals and interviews for employment outside the program.
- Conducting an ongoing search for unsubsidized employment as specified in the Individual Employment Plan ("IEP")
- Accepting transfers to other host agency assignments as necessary to further the participant's training and work experience.
- Registering and maintaining registration with the State Employment Service and/or One Stop Center.
- Attending job search training, job clubs, Participant meetings, etc., when offered by AARP Foundation SCSEP Program, and engaging in continuing unsubsidized job search activities.

5) Host Agency and AARP Foundation acknowledge that SCSEP provides short-term work-based training to prepare Participant(s) for unsubsidized employment outside the program. Participation in SCSEP is not an entitlement, nor is the program intended solely to provide income maintenance.

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

7) The Host Agency and AARP Foundation acknowledge that a SCSEP Participant training assignment with the Host Agency is a temporary, training-based community service assignment. Participation in SCSEP does not constitute employment, and Participant(s) are not employees of either AARP Foundation or the Host Agency to which they are assigned, as provided under the Senior Community Service Employment Program authorized by Title V of the Older Americans Act, as amended.

8) Host Agency acknowledges that AARP Foundation SCSEP does not conduct background checks or drug screening on Participant(s). The Host Agency 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. Host Agency acknowledges and agrees that 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 AARP Foundation. 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 Participant(s) 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 without limitation AARP Foundation's policies for SCSEP, 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 Participant(s) to conduct any tasks that qualify for payment under the program. AARP Foundation SCSEP Program 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 SCSEP Program, as the program administrator, is responsible for providing workers' compensation insurance for all Participants in accordance with applicable state and federal law. The Host Agency is responsible for maintaining a safe working environment for Participant(s) during the performance of their assigned duties and for ensuring that appropriate equipment, procedures, and safe work practices are used in compliance with applicable state and federal law.

If a safety incident, accident, occupational illness, or safety violation involving a SCSEP Participant occurs on Host Agency premises, the Host Agency must comply with all applicable safety-reporting requirements and notify AARP Foundation immediately, but no later than one (1) business day after the incident. The Host Agency shall follow the same safety notification procedures required under applicable law for its own employees.

AARP Foundation reserves the right to coordinate onsite safety inspections with the Host Agency to ensure that work procedures, equipment, and practices adequately protect the health and safety of Participant(s). If the Host Agency fails to maintain reasonable safe working practices or otherwise fails to provide a safe work environment, AARP Foundation may terminate this Agreement for cause to protect the safety and well-being of participants.

Host Agency must ensure that the following safety requirements are observed at all times:

- Participant(s) may not lift more than 20 pounds.
- Participant(s) may not use step stools or ladders.
- Participant(s) may not drive unless driving is expressly included in the assignment, approved in advance by AARP Foundation and performed in accordance with Section 12 and Section 13 below.
- Participant(s) must be supervised at all times.

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 AARP Foundation SCSEP National 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 and provide evidence of such coverage to assigned Regional Manager. 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. Participant(s) will be reimbursed for the cost of the MVR by AARP Foundation SCSEP Program.

(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 an MVR is required prior to the driving assignment beginning. Participant(s) will be reimbursed for the cost of the MVR by AARP Foundation SCSEP Program.

14) Each party (an "Indemnifying Party") agrees to indemnify, hold harmless, and defend the other party, including its affiliates and their respective partners, officers, directors, employees, contractors, agents, and representatives (each of whom is an "Indemnified Party") from and against all liability, suits, costs, judgments, damages, penalties and actions of every name and description brought by a third party and arising out of the performance of this agreement by the Indemnifying Party except to the extent caused by the gross negligence or willful misconduct of the Indemnified Party. 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 Participant(s) that imply a breach of Section 15 hereunder; and claims arising from Host Agency's duty to maintain a safe working environment for Participant(s).

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 AARP Foundation SCSEP Program 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 SCSEP Program 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 termination or expiration of this agreement will not affect the continuing obligations under this provision.

15) Host Agency acknowledges that AARP Foundation is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages.

(a) Host Agency acknowledges and agrees that AARP Foundation shall pay a wage stipend to Participant(s) 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 work as part of the Participant's assignment, except as described in subsection (b) below.

(b) If the Host Agency permits Participant(s) to perform work 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 and comply with applicable law governing employment requirements using its own funds.

16) Host Agency acknowledges and agrees that it must not use Participant(s) as substitutes for permanent employees, recognizing that such a "maintenance of effort" is proscribed by federal regulation. Participants are additions to, not substitutes for, regular Host 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 AARP Foundation SCSEP Program Participant(s);

(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 AARP Foundation SCSEP Program 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 Program office must be notified so that the information can be updated in AARP Foundation SCSEP Program databases.

18) The Parties acknowledge that all Participant(s) records are subject to the Privacy Act, 5 U.S.C. §§ 552a, et seq. 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 email/faxed to AARP Foundation SCSEP Program for payment. AARP Foundation SCSEP Program 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) Either party may terminate this Agreement at anytime, for any reason, upon written notice to the other party. Such notice maybe delivered by certified mail or electronic delivery (including email) to the designated contact for the receiving party. The termination shall be effective upon receipt of the written notice.

21) Any amendment, modification, or addendum to this agreement, including without limitation changes or modifications to training assignments, may only 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.

23) If any provision of this agreement is found to be unlawful or unenforceable, the remainder of the agreement shall continue in full force and effect.

24) This agreement may be executed in counterparts, which shall constitute but one agreement.

Effective for PY26 ONLY (9/2026)

(Earlier Versions are no longer valid)

Signature: _____

Full Legal
Name: _____

Title: _____

Date: _____

SAFETY IS NO ACCIDENT

