



ADSS SCSEP Host Agency Agreement

To comply with the requirements of the Alabama Department of Senior Services (ADSS), Senior Community Service Employment Program (SCSEP), operated under Title V of the Older Americans Act, this Agreement is voluntarily entered into by: **Baldwin County Commission** hereinafter referred to as the Host Agency, and **SOUTH ALABAMA REGIONAL PLANNING COMMISSION**, hereinafter referred to as the Sponsor Agency.

1. The Sponsor Agency agrees to recruit, enroll, and assign a participant to the Host Agency for the purpose of engaging in productive community service employment. The Sponsor Agency will provide to the Host Agency a detailed written training plan in the participant's Individual Employment Plan (IEP) and Community Service Assignment Description, which will include skills to be attained and timelines for achieving the goal. The Community Service Assignment Description must specify the nature of the assignment, the hours each participant will train, specific duties and tasks to be performed.

2. The Host Agency agrees to provide a safe work site for each participant, to provide adequate orientation and training necessary to perform assigned duties in accordance with a written community service assignment description from the Sponsor Agency, and, to the extent possible, to provide additional training as opportunities occur and to treat each participant as though they are a regular member of the Host Agency staff.

3. The Host Agency agrees to consider each participant for regular employment, either full-time or part-time, when vacancies occur in the Host Agency staff or when new positions are created but makes no assurance or guaranty of employment. The Host Agency will also recommend suitable training for unsubsidized placement of the participant.

4. The Host Agency understands that the length of time that a participant may remain in the same assignment will be determined in their IEP. The Host Agency understands that the Sponsor Agency may reassign any participant at any time that reassignment will increase the participant's opportunities for training or unsubsidized employment, or will otherwise serve the best interests of the participant.

5. The Host Agency agrees that no other national Title V project sponsor will be provided a community service assignment while this Agreement is in effect.

6. The Host Agency agrees to abide by the hours and work schedules mutually agreed to for each participant and to provide time sheets, periodic performance evaluations, and other documents which may reasonably be required. In addition, the Host Agency agrees and understands that each participant will be required to attend periodic SCSEP meetings during regular working hours.

7. The Host Agency agrees that the community service assignments for any participant are to be similar to "in demand" or "growth industries" private sector jobs, such as health care; child day care; education; or green jobs. However, these assignments not result in the displacement of currently employed workers; or in a reduction in non-overtime hours of work, wages, or benefits; will not impair any existing contract for service or result in the substitution of the wages of the participant for other funds in connection with work which otherwise would be performed; will not be a substitution for any existing federally assisted job; and will not be a position which is the same as or substantially the same as that occupied by any other person who is on lay-off or absent due to labor disputes. Further, the Host Agency agrees that it will not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

8. Host Agency supervisor's meetings will be held annually to acquaint all concerned with the SCSEP goals and objectives. The Host Agency agrees to send a representative to a host agency supervisor's meeting. The Host Agency agrees to participate in the DOL Customer Satisfaction Survey if solicited.

9. The Host Agency agrees to provide documentation of any in-kind contributions. Further, it is understood by the Host Agency and the Sponsor Agency that any contribution, whether cash or in-kind, by the Host Agency is purely voluntary and is not a condition for the assignment of any participant.

10. The Host Agency certifies by this Agreement that it is a governmental agency or is a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the Host Agency will provide its Federal Employer Identification Number (FEIN). Further, if the Host Agency is certified as a Section 501(c)(3) agency, a copy of that certification is attached or is on file with the Sponsor Agency and is still in effect. The Host Agency agrees to inform the Sponsor Agency immediately if the Section 501(c)(3) certification is revoked.

11. The Sponsor Agency hereby agrees to indemnify, defend and hold the Host Agency, its elected officials, officers, agents, and employees, harmless from and against any and all claims, costs, expenses, losses and liabilities, including reasonable attorneys' fees and expense suffered, paid or incurred by the Host Agency arising out of or by virtue of this Agreement, the participant's participation pursuant to this Agreement or the Host Agency's actions or omissions related to this Agreement, including any injury or damage to property or to person, including death; and those resulting from the Sponsor Agency's failure to pay any bills, invoices, costs, wages, taxes, or other charges owed by it to a participant or another. The foregoing indemnification

obligation shall not apply to any claims, liabilities or expenses arising from intentional acts or intentional misrepresentations of the Host Agency. These indemnification obligations shall survive the expiration of or termination of this Agreement.

12. The Sponsor Agency agrees to be responsible for all administrative and fiscal controls of the SCSEP and for paying wages and providing fringe benefits to each participant. The Host Agency does not provide Workers' Compensation insurance for participants.

13. Miscellaneous.

a. Amendment. This Agreement may not be amended except upon written agreement between the parties.

b. Law, Venue and Jurisdiction. All the provisions of this Agreement shall be governed, construed by and administered in accordance with the laws of the State of Alabama. The parties agree that any legal action brought to enforce the terms of this Agreement shall be instituted and maintained only in the Circuit Court of Baldwin County, Alabama.

c. Severability. All the terms, provisions, and conditions of this Agreement shall be deemed to be severable in nature. If for any reason the provisions hereof are held to be invalid or unenforceable by a court of competent jurisdiction, then to the extent that such provisions are valid and enforceable, such court shall construe and interpret this Agreement to provide for maximum validity and enforceability.

This Agreement is in effect from **July 1, 2019 - June 30, 2020**

Signed — Host Agency

Host Agency: _____

Representative Name: _____

Representative Signature: _____

Host Agency Title: _____

Host Agency Supervisor: _____

Address: _____

Phone: _____ Fax: _____

Email: _____ Date: _____

Signed— SCSEP SPONSOR AGENCY

SCSEP Sponsor: SOUTH ALABAMA REGIONAL PLANNING COMMISSION

Representative Name: Terri L. Pringle

Representative Signature: _____

Title: Director, Employment and Economic Development Services

Address: 110 Beauregard Street, Mobile, Alabama 36602
P.O. Box 1665, Mobile, 36633

Phone: 251-652-0585

Fax: 251-433-0148

Email: tpringle@sarpc.org

Date: 10/17/19

Definition of Host Agency Status

(Check one)

This host agency is a government agency. FEIN _____ (Required by USDOL).

This host agency is a certified non-profit agency under Section 501 (c)(3) of the United States Internal Revenue Code. FEIN _____ (Required by USDOL).

_____ 501 (c) (3) documentation is attached.

_____ 501(c) (3) documentation is already on file with the sponsor.