



## URBAN LEAGUE OF PALM BEACH COUNTY

### USJP Host Agency Training and Maintenance of Effort Agreement

Period Covered: *July 1, 2024 through June 30, 2026*

To comply with the requirements of the **Urban Seniors Jobs Program (USJP)** operated under Title V of the Older Americans Act; this Agreement is voluntarily entered into by:

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hereinafter referred to as the Host Training Agency (HTA), and

Urban League of Palm Beach County

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(USJP, hereinafter referred to as the (“**UL**”).

#### **The HTA agrees to:**

1. Provide a safe training environment for each participant. This includes ensuring participants/job seekers have a place to sit, suitable furniture and access to the tools needed to carry out host agency assignments.
2. Immediately alert USJP staff to any changes in building conditions, health outbreaks at the location, that may pose risk to the participant or others.
3. Provide an effective orientation and training necessary to perform assigned duties in accordance with a written training description.
4. Provide additional training as opportunities occur that *support participant’s employment goal and self-sufficiency*.
5. Treat each participant as a member of the agency staff.
6. Consider each participant for regular employment, either full-time or part-time, when vacancies occur or when new positions are created. The agency will also recommend suitable training for unsubsidized placement of the participant.
7. Abide by the hours and work schedules mutually agreed to for each participant. Additionally, as a Host agency, you agree to accommodate the participant’s attendance at program required activities including IEP appointments, digital education classes, recertification appointments and other activities communicated as required by the Urban League.
8. Provide accurate, reviewed, and completed time sheets, and other required documents. Report any absences to the Urban League affiliates immediately.
9. Complete a Host Agency Training Form that will identify the specific location and training hours of the participants, the participants’ training assignments and duties, skills the participant will receive during training, as well as any other training that the participant may need to perform the duties at the host agency (classroom and outside training).
10. Assist in the development of the participant’s Individual Employment Plan (IEP), which is used to align the skills to be attained at the HTA and the timeline for the participant to achieve them.
11. Complete a Participant Evaluation at least twice a year as required by the Urban League USJP.



12. Support the Urban League in providing diverse and inclusive training opportunities to older workers including making accommodations when needed in line with the Americans with Disabilities Act.
13. Attend or **send a representative** to quarterly Host Agency Supervisors Meetings. Host Agency Supervisors Meetings will acquaint all those connected with USJP on goals, compliance and new initiatives.
14. Participate in the Department of Labor's Customer Satisfaction Survey if solicited; and
15. Provide monthly documentation of in-kind contributions. It is understood by the HTA and UJSP that any contribution, whether cash or in-kind, by the HTA is purely voluntary and is not a condition for the assignment of any participant.

**The HTA agrees that the training assignments will:**

1. Result in an increase in employment opportunities that would not otherwise be available;
2. Be in line with in-demand jobs and industries in the current and future labor market
3. Not result in the displacement of currently employed workers;
4. Not result in a reduction in non-overtime hours of work, wages, or benefits
5. 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;
6. Not be a substitution for any existing federally assisted job;
7. Not be a position, which is the same as or substantially the same as that occupied by any other person who is laid off, or absent due to labor disputes; and
8. Not discriminate against a participant on the grounds of race, color, age, religion, sex, national origin, age, or disability.

**The HTA agrees and understands:**

1. That each participant will periodically be required to attend USJP workshops or quarterly USJP participant meetings during regular working hours, which will require the participant to be absent from their host site for a specific day or days.
2. That they will not supplement the participants' USJP wages, or require that he/she volunteer additional time on-site.
3. That the **Urban League UJSP** may reassign any participant at any time to increase the participant's opportunities for training or unsubsidized employment, or that will otherwise serve the best interests of the participant or HTA.
4. There must be a supervisor on site at all times. USJP participants are not permitted to serve as keyholders. USJP participants are not permitted to open or close any host agency exclusively.

Large **HTAs** (over 100 employees) agree that other national Title V project grantees will be provided a training assignment in departments separate from **Urban League - UJSP** participants while this **Host Training Assignment** is in effect.



The HTA certifies that it is a governmental agency or a non-profit agency which is currently certified as a Section 501(c)(3) organization under the Internal Revenue Code. In addition, the HTA will provide its Federal Employer Identification Number (FEIN). **Further, if the host agency is certified as a Section 501(c)(3) agency, the certification is attached or on file with Urban League UJSP and is still in effect.** The HTA agrees to inform the affiliate immediately if the Section 501(c)(3) certification is revoked. The Host Agency understands that by signing this agreements, if they do not notify the **Urban League** immediately that their Section 501(c)(3) status has changed, they may lost their ability to serve as a host agency permanently, and may be responsible for wages incurred by any participant during this time.

Urban League UJSP will recruit, enroll, and assign the participant(s) to the HTA for the purpose of engaging in productive community service and job training.

**In Addition, the HTA Agrees to:**

1. *Adhere to the Department of Labor policies requirement to ensure that the Older Americans Act (OAA) Amendments of 2006, PL 109-365, title V, Section 502 (b)(1)(G) pertaining to Maintenance of Effort violations do not occur.*
2. Share their staffing patterns for the previous two years.
3. Not assign community service training similar to the duties of workers who were employed and laid off within the last two years.
4. Not reduce the number of employment opportunities or vacancies that would otherwise be available to individuals not participating in the program.
5. Not displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits).
6. Not impair exiting contracts or result in the substitution of federal funds for other funds in connection with work that would otherwise be performed.
7. Not assign or continue to assign any eligible individual to perform the same work or substantially the same work as that performed by any other individual who is on layoff.

**Urban Seniors Jobs Program (USJP)—New Host Agency/Training Site Information Form**

Please describe the Mission of your organization and briefly describe the Services and Activities conducted in fulfillment of that mission. (You may attach an agency brochure.)

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How many employees do your organization currently employ? \_\_\_\_\_

Has your organization experienced any recent layoffs?  Yes  No



If yes, in what areas/departments?

Approximately, how much is your annual operating budget? (Optional) \_\_\_\_\_

Describe how the addition of a USJP participant would allow your agency to develop a new service or expand an existing service.

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Please describe (in general) the type of training opportunities available at your agency that *match participant interests or employment goals*?

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How did you hear about the Urban Seniors Jobs Program (USJP)? (Check all that apply)

- Newspaper/publication  Flyer/brochure  USJP Staff  Word of Mouth  Other

*If Other, specify here:* \_\_\_\_\_

Is there any additional information regarding the USJP project and/or potential participant training placements you would like to share with us?

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In response to the changing workforce, USJP have begun preparing participants to engage in remote community service assignments. Does your host agency have a need for remote training assignments?  Yes  No

***If yes, we can work with you to design them, feel free to include remote training tasks/ideas below.***

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This Agreement cannot be amended except upon written agreement between the parties.

\_\_\_\_\_  
Authorized Host Training Agency Rep. Name (Print)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
USJP Program Director Name (Print)

\_\_\_\_\_  
Signature



**Definition of host agency  
status**

\_\_\_\_\_  
Date

*To be completed by USJP*

*Representative (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.