

**PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY**

[illegible]

Department: Department of Public Safety
Submitted By: Department of Public Safety
Submitted For: Division of Victim Services

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to: **A) Approve** a Host Agency Agreement with Experience Works, Inc. to place seniors with work assignments in the Department of Public Safety based on their skills experience, knowledge and abilities at no cost and with no expiration date; and **B) Authorize** the County Administrator or his designee to sign amendments, related supplemental agreements, or other documents pertaining to the Experience Works, Inc. Host Agency Agreement.

Summary: This Host Agency agreement will facilitate the utilization of seniors in work assignments within the Department of Public Safety. Seniors will be given an opportunity to gain meaningful work experience as well as be compensated through Experience Works, Inc., the assigning agency. This agency was successfully used in the Department of Community Services. Seniors will be matched with work assignments based on their skills, experience, knowledge and abilities. There is no cost to the County to participate in the program. The Experience Works, Inc. agency liaison has discussed the placement of seniors in the Department of Public Safety, Division of Victim Services. **Countywide (PGE)**

Background and Justification: Experience Works, Inc. is a national, charitable, community-based organization which provides training, employment and community service for low-income older people. This Host Agency agreement would allow Experience Works to assign seniors to meaningful work experiences throughout the County at no cost.

Attachments

- 1) Host Agency Agreement with Experience Works, Inc.

Recommended by:  10/2/14
Department Director Date

Approved By: Vincent Bonvanto 10/2/14
Assistant County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact

| Fiscal Years | <u>2015</u> | <u>2016</u> | <u>2017</u> | <u>2018</u> | <u>2019</u> |
|-------------------------|-------------|-------------|-------------|-------------|-------------|
| Capital Expenditures | _____ | _____ | _____ | _____ | _____ |
| Operating Costs | _____ | _____ | _____ | _____ | _____ |
| External Revenues | _____ | _____ | _____ | _____ | _____ |
| Program Income (County) | _____ | _____ | _____ | _____ | _____ |
| In-Kind Match (County) | _____ | _____ | _____ | _____ | _____ |
| Net Fiscal Impact | _____* | _____ | _____ | _____ | _____ |

ADDITIONAL FTE

POSITIONS (Cumulative) _____ 0 _____ 0 _____ 0 _____ 0 _____ 0

Is Item Included In Current Budget? Yes _____ No _____

Budget Account Exp No: Fund _____ Department _____ Unit _____ Object _____
Rev No: Fund _____ Department _____ Unit _____ RevSc _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

*There is no fiscal impact associated with this agenda item.

Departmental Fiscal Review: Stephane Slinn 10/2/14

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Dev. and Control Comments:

Susan Neary 10/6/14
10/6 AM 10/6/14
OFMB

Dr. J. Jacoby 10/10/14
Contract Administration
10-9-14 B. Wheeler

B. Legal Sufficiency:

Renee G. Eddley 10/15/14
Assistant County Attorney

C. Other Department Review:

Department Director

This summary is not to be used as a basis for payment.



SCSEP HOST AGENCY AGREEMENT

State Florida

County Palm Beach

| | | | |
|--|-------------------------|--|--------------------|
| Name of Host Agency Palm Beach County Board of County Commissioners | | Host Agency Type <input type="checkbox"/> Federal <input type="checkbox"/> State <input checked="" type="checkbox"/> Local <input type="checkbox"/> 501(c)(3) | |
| Mailing Address 20 South Military Trail | City West Palm Beach | State FL | Zip 33415 |
| Physical Address 20 South Military Trail | City West Palm Beach | State FL | Zip 33415 |
| Telephone 561-712-6470 | Fax 561-712-6490 | Email Ssejnoha@pbcgov.org | FEIN 59-6000785 |

- A. PURPOSE:** Host Agency and Experience Works enter into this Agreement for the purpose of joint engagement in the Senior Community Service Employment Program (SCSEP), under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment outside of SCSEP. Host Agency agrees to provide meaningful training and work experience to SCSEP participant(s) in exchange for federally subsidized hours of participant(s) assigned to Host Agency by Experience Works for community service. Host Agency further agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment position(s), if a vacancy arises. Host Agency acknowledges that Experience Works may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies.
- B. HOST AGENCY RESPONSIBILITIES:** Host Agency specifically agrees to:
- 1. Training Assignment:** Provide training and direct supervision to participant(s) during community service assignments commensurate with his/her assessed abilities and skills. Assist Experience Works in developing training for participant(s). A description of assignment, duties, responsibilities, and training schedule, including hours per week, timeline and anticipated completion date shall be attached and incorporated herein. Coordinate any changes in training duties or responsibilities with Experience Works. All participants must be trained at the host agency's worksite; no participant may work from home. Training assignments must be approved and authorized by Experience Works before the participant(s) starts the assignment.
 - 2. Schedule and Authorized Hours:** Assure participant schedule(s) complies with number of hours authorized and specified in participant training assignment. The participant(s) is normally permitted to train 18 to 20 hours per week, unless more or less hours are authorized in advance by Experience Works. Host Agency shall not permit participant(s) to perform community service for any hours not in accordance with those expressly authorized by Experience Works or to volunteer hours. In the event that the Host Agency permits participant(s) to perform community service exceeding authorized hours, or to return to community service training assignment after being on Leave without Pay (LWOP) for more than thirty (30) days without prior authorization from Experience Works or past the participant's termination date, Host Agency shall compensate participant(s) for such time. Host Agency understands that to be eligible for SCSEP, participant(s) must be unemployed; therefore, Host Agency agrees and shall not place participant(s) on its payroll except upon permanent employment. To the extent permitted by applicable law, Host Agency agrees to release Experience Works from liability for all wages, conduct, occurrences, or injuries that occur either on Host Agency premises or in connection with the Host Agency but are outside of authorized participant schedule(s) or scope of training assignment.
 - 3. Training and Performance Evaluations:** Provide participant(s) with orientation, day-to-day direct supervision, instruction, and training at no cost to Experience Works (other than for subsidized hours performed by participant(s)). Follow policies, procedures, and practices established by Experience Works for the operation of SCSEP, including those in SCSEP Calendar Handbook, as well as any applicable SCSEP regulations. Meet with Experience Works representatives at least twice annually to discuss participant(s) performance and Host Agency responsibilities. Immediately report participant performance problems, failure to follow training schedule, leave without pay (LWOP) or unexcused absence, and any other similar matters. Immediately notify Experience Works of change of Host Agency participant supervisor.
 - 4. Time, Attendance and Supervision/In-kind Reporting:** The Host Agency supervisor is responsible for the accuracy of the final time sheet's reported hours and signatures and for faxing or mailing the time sheet timely to Experience Works. Participant(s) and Host Agency supervisor must initial corrections to time sheets and sign the time sheet(s) in ink. The Host Agency also agrees to be trained upon and adopt new procedures associated with the reporting of participant time and host agency in-kind hours. Report each pay cycle on participant time sheets a true and accurate statement of hours of participant supervision. Other costs contributed to SCSEP by Host Agency will be reported on a Non-Federal Contribution Form semi-annually. Host Agency understands that inaccurate time and attendance and supervision hours may be a violation of False Claims Act, 31 U.S.C. §3729.
 - 5. Communication:** To facilitate and optimize timely communication between and among Experience Works, a participant and Host Agency, the Host Agency agrees to maintain a high speed internet connection with functioning email or a fax machine in good working order to both receive and send participant time records from and to a designated fax number. "Good working order" means ensuring that the document output settings are correct so the fax is readable to Experience Works for timely processing of participant time records for payroll purposes. Host Agencies are however, required to have an email address so Experience Works can communicate updates electronically.
 - 6. Relationship between Host Agency and Participant:** Understand and accept that training with Host Agency is a short-term training opportunity for participant(s), not a job, and that participants are not employees of either Experience Works or Host Agency. Treat participants accordingly, and remind them of this relationship in the event that any confusion arises.
 - 7. Equipment and Supplies:** Furnish any tools, equipment, supplies, and safety training and equipment, and preparation and training required to perform participant's assignment with the Host Agency at no cost to Experience Works.
 - 8. Physical Exam/Health Screening / Supportive Services:** If possible and permitted by Host Agency policy, (1) refer participants to community agencies and partners for an annual health screening for participant(s), at reduced or no cost, if requested by participant(s), and (2) assist in providing supportive services (including, for example, uniforms, badges, job-related counseling, dependent care, etc.) to participant(s) as needed to carry out their community service training assignment.
 - 9. Safe Training Site / Accidents:** Provide participant(s) with a training site that is safe, healthful, free of drugs and alcohol, and follow all laws governing workplace safety. Immediately report all assignment-related accidents by contacting Experience Works within 24 hours, completing a supervisor's accident report, and providing all requested follow-up.
 - 10. Experience Works Training / Participant Job Search Activities:** Permit participant(s) to attend meetings and training required or provided by Experience Works. If permitted by Host Agency policy, assist with transportation or travel reimbursement for participant(s). Host Agency will be expected to attend Experience Works training sessions. Support participant(s) job search activities by permitting leave for interviews, providing referrals, references, and, if possible, job offers.

Attachment # 1

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SCSEP HOST AGENCY AGREEMENT
PART TWO

State FLORIDA
County PALM BEACH

- C. NONDISCRIMINATION:** Host Agency shall comply with all Federal and state nondiscrimination laws and shall not subject participant(s) to discrimination based on age, race, color, religion, sex, national origin, disability, veteran status, political affiliation, or any other basis prohibited by law. Host Agency shall make any accommodations required by the Americans with Disabilities Act, 42 U.S.C. §12101, and adhere to confidentiality requirements of the Act. Host Agency shall immediately report all participant requests for disability accommodation, or any complaints of discrimination or harassment to Experience Works. This provision is not intended to create third party beneficiaries or confer contractual rights on any third party.
- D. DRIVING AS PART OF THE ASSIGNMENT:** No participant is authorized to drive as part of his or her assignment without the approval of Experience Works. If participant duties include driving a vehicle owned or operated by Host Agency, Host Agency shall maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by Host Agency. Applicable statutes will govern the limits of liability for Federal, state, and local government Host Agencies.
- If the participant drives his or her own vehicle as part of his or her assignment duties, the participant must maintain automobile liability insurance in the amount of at least \$100,000 per person, \$300,000 per accident for bodily injury, and \$25,000 per accident for property damage (or a combined single limit of at least \$300,000) covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the participant. The Host Agency shall also reimburse mileage if the participant drives his or her own vehicle in the performance of a training assignment.
- E. PRIVACY ACT:** 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.
- F. RECORDS RETENTION AND ACCESS:** Host Agency shall maintain all records, including original or copies of participant(s) time sheets, relating to this Agreement for a period of four years. Host Agency shall retain original participant(s) time sheets if faxed to Experience Works for payment. Experience Works or the U.S. Dept. of Labor, through any authorized representative, shall have access to and the right to examine all records related to this Agreement.
- G. MAINTENANCE OF EFFORT / NEPOTISM / POLITICAL PATRONAGE AND ACTIVITIES:** Assignment of participant(s) shall not displace existing workers or decrease existing contracts for services, including partial displacement by reducing hours or employment benefits, laying off, or requiring participant(s) to perform work of persons on layoff, or result in substituting federal funds for other funds in connection with work that would otherwise be performed. Participant(s) shall not be assigned to a Host Agency where a member of participant's family is engaged in a decision-making capacity, whether paid or unpaid, at the Host Agency. Host Agency shall not favor or discriminate against a participant(s) based on political affiliation. Participant(s) shall not be permitted to engage in partisan or non-partisan political activities during training assignment hours. A notice explaining the allowable and unallowable political activities under the Hatch Act must be posted in every workplace where SCSEP activities are conducted.
- H. LIABILITY OF RESPECTIVE PARTIES:** Experience Works does not conduct criminal background checks on participants, nor does it agree to indemnify or accept any responsibility or liability therefore. Host Agency agrees that Experience Works' evaluations and assessments of participants are not designed to ascertain criminal background information. Host Agency is solely responsible for investigating participant background and payment of any associated cost. Participants further are not employees or agents of Experience Works or Host Agency, and neither Experience Works nor Host Agency is responsible for their conduct, acts or omissions. Each party shall be solely responsible for the acts or omissions of its employees and/or agents under this contract subject to the limitations set forth in applicable laws, but will not be responsible for the acts or omissions of the other parties' public officers, employees and/or agents. It is expressly understood and agreed that nothing herein shall be construed as creating an employment or agency relationship between the parties or between officers, agents, and/or employees of any party with any of the other parties.
- I. TERMINATION:** Either party may terminate this Agreement at any time for any reason upon notification to the other party. Host Agency may reject or request the removal of any participant at any time for any lawful reason upon written notification to Experience Works.
- J. AMENDMENT:** Any amendment, modification, or addendum to this Agreement, including changes or modifications to Training Assignment(s), 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.

My signature acknowledges that I understand and agree to the terms of this Agreement and that I have received orientation.

| | | |
|--|-----------------------|----------------|
| HOST AGENCY REPRESENTATIVE'S NAME AND TITLE | SIGNATURE | DATE |
| EXPERIENCE WORKS REPRESENTATIVE'S NAME AND TITLE | SIGNATURE | DATE |
| <u>ELIO M. PATINO - ETC</u> | <u>ELIO M. Patino</u> | <u>9-15-14</u> |

Rev. 09/26/12

APPROVED AS TO TERMS
AND CONDITIONS

Vincent Stenveats
Signature

Attachment # 1

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