

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date:	September 1, 2015	<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department
Submitted By: Community Services
Submitted For: Community Services and Public Safety

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I. EXECUTIVE BRIEF



Motion and Title: Staff recommends motion to approve: Host Agency Agreement with AARP Foundation Senior Community Service Employment Agency (AARP), for the period July 1, 2015, through June 30, 2016, to place seniors with work assignments based on their skills, experience, knowledge and abilities.

Summary: This agreement will facilitate the utilization of seniors in work assignments within Community Services and the Department of Public Safety. Seniors will be given an opportunity to gain meaningful work experience as well as be compensated through AARP for the hours they work per week. 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. Countywide (HH)

Background and Justification: AARP has received grants to operate the Senior Community Service Employment Program (SCSEP), which is for unemployed seniors age 55 and over whose annual incomes are at 125% of the poverty level or below. Seniors apply to participate at the local SCSEP office where they are placed in a training position with a community agency. This agreement allows AARP to assign seniors to meaningful work experiences within the County for up to twenty (20) hours of on-the-job training a week.

Attachments: Host Agency Agreement

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Recommended By:		8/14/15
	Department Director	Date
Approved By:		8/18/15
	Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2015	2016	2017	2018	2019
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	-0-				

No. ADDITIONAL FTE POSITIONS (Cumulative)					
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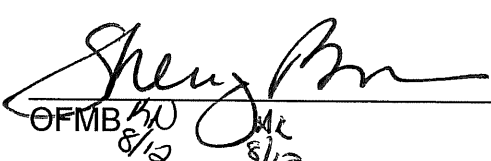
Is Item Included In Current Budget? Yes _____ No _____
Budget Account No.:
Fund _____ Dept _____ Unit _____ Object _____ Program Code _____ Program Period _____

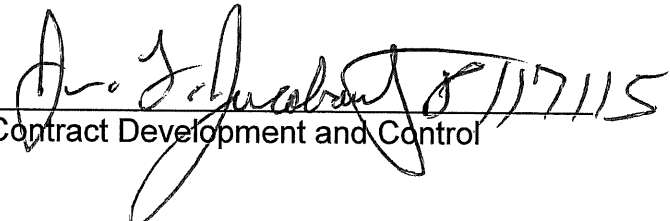
B. Recommended Sources of Funds/Summary of Fiscal Impact:
No Fiscal Impact

C. Departmental Fiscal Review: TM
Taruna Malhotra, Director, Financial & Support Svcs.

III. REVIEW COMMENTS

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


OFMB 8/12
8/12


Contract Development and Control 8/17/15

B. Legal Sufficiency:


Assistant County Attorney 8-17-15

C. Other Department Review:

Department Director

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



HOST AGENCY AGREEMENT

This agreement is made on this _____ day of _____, 2015 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, thereafter referred to as Host Agency, and AARP Foundation Senior Community Service Employment Agency (SCSEP), a non-profit corporation authorized to do business in the State of Florida, hereinafter referred to as AARP Foundation.

In consideration of the mutual promises contained herein, the COUNTY and the FACILITY agree as follows:

The Host Agency, an equal employment opportunity employer, requests the services of enrollees from the AARP Foundation SCSEP. This Agreement is effective from July 1, 2015 to June 30, 2016.

This agency is:

☐

A Non-Profit Organization.

☐

Compensated with federal funds

Tax exempt under the Internal Revenue code 501(c)(3)

X

A Public Organization.

☐

Not compensated with federal funds

To ensure our host agency partners understand their important role in the daily lives of our participants and their responsibilities in supporting each participants quest for an unsubsidized job, we ask that each host agency supervisor clearly understand and support the following requirements that are part of each participant's agreement with our program:

(1) The purpose of the SCSEP is for a participant to provide community service while they actively pursue 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, Supplemental Security Income (SSI)/ Social Security Disability (SSD) and Medicaid.

(2) Participants are asked to cooperate with the Project Director and Employment Specialists by:

Accepting referrals and interviews for employment outside the program;

Conducting an ongoing search for unsubsidized employment as specified in their Individualized Employment Plan (IEP) and as directed by the Project Director and/or project site staff;

Accepting regular transfers to other host agency assignments as necessary to further their training and work experience;

Maintaining registration with the State Employment Service and/or One Stop Center;

Attending job search training, job clubs, participant meetings, etc., when offered by the Project Office, and to engage in continuing unsubsidized job search activities.

Note: These activities may cause the participant to miss some hours at their host agency assignment.

(3) The Senior Community Service Employment Program (SCSEP) is a short-term, work-training program to prepare participants for unsubsidized employment off of the program. The program is not an entitlement, nor is it designed to provide income maintenance. SCSEP participants are considered to be in training status, preparing to accept unsubsidized employment. They, and you as the host agency supervisor, must understand and accept that training with the host agency is a short-term training opportunity, NOT a job, and that participants are NOT employees of either the AARP Foundation or the host agency to which they are temporarily assigned.

(4) Host Agency understands that AARP Foundation SCSEP does not conduct background checks or drug screenings on Program 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.

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HOST AGENCY AGREEMENT

(5) Host agencies must not use participants as substitutes for permanent employees in their agency. Federal regulations prohibit this violation of "maintenance of effort." Host agencies must not substitute federal dollars for local dollars. Participants are additions to, not substitutes for, regular agency staff.

(6) To become and remain a Host Agency, 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 Project Site 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 would potentially have to be transferred to a host agency where fax machines work properly.

(7) Host agencies agree to give serious consideration for any permanent job openings in the agency to qualified assigned participants. This Host Agency agrees to provide supervision, training, and a safe work site for each assigned participant. The Host Agency also agrees to the provisions outlined in the Participant - Host Agency Handbook provided by the program as a condition of participation in the Senior Community Service Employment Program.

(8) The Department of Labor (DoL) now requires a survey of randomly selected Host Agencies. This survey is generally done in January. If selected please complete the survey as it influences continued DoL funding for this grant. The DoL will make three attempts to get a completed survey from you. While the survey may have up to 20 questions, answering any five completes the survey for DoL purposes and prevents these follow-ups.

(9) Insurance and Safety for SCSEP Participants: AARP Foundation SCSEP will be 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 SCSEP 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 safety inspections with the Host Agency to insure that work procedures, equipment and practices are used to protect the safety of SCSEP Participants. If the Host Agency, fails to adhere to reasonable safe working practices, AARP Foundation SCSEP has the right to terminate the contract for cause and for the protection of SCSEP Participants.

Five key safety issues that the Host Agency must keep in mind at all times:

- No lifting over 20 pounds
- No step stools or ladders
- Participants may not drive their personal vehicle while conducting Host Agency business.
- No open-toed or high heel shoes
- Enrollees are always supervised

(10) AARP Foundation SCSEP is a federally funded program and as such, is required by federal regulations to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is understood and agreed that AARP Foundation SCSEP shall pay the wages of participants assigned to the host agency. The host agency agrees to verify, sign and return completed timesheets to AARP Foundation SCSEP for processing. Federal regulations also require that timesheets be signed by the individual participant and by a responsible supervisory official having first-hand

knowledge of the hours worked by the participant. AARP Foundation SCSEP recognizes that assigned supervisors change and may not always be available to sign participant timesheets. Therefore, to ensure compliance with federal regulations, 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 supervisory official of the agency certifies that the reported information on the timesheet is correct.

(11) The host agency supervisor will be listed on the Time Attendance Report. If there are changes to a participant's supervisor, the Project Office must be notified so that the Project Site Office can update the information in our databases.

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HOST AGENCY AGREEMENT

(12) Each party to this agreement shall be liable for its own actions and negligence. Nothing stated herein shall constitute a waiver of sovereign immunity beyond the limits set forth at Sec. 768.28, Florida Statutes. These provisions shall not be construed to constitute agreement by either party to indemnify the other for such other's negligent, willful or intentional acts or omissions.

(13) All notices required in this agreement shall be sent by certified mail, return receipt requested, and if sent to the Host Agency shall be mailed to:

Faith Manfra, Director
Palm Beach County Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401

and if sent to AARP shall be mailed to:

Ted Simpkin
AARP Foundation
3951 North Haverhill Road
West Palm Beach, FL 33417

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida have made and executed this agreement on behalf of the COUNTY and the duly authorized representatives of the FACILITY have hereunto set their hand as the day of the year above written.

ATTEST: **PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS:**
SHARON R. BOCK, Clerk and Comptroller

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

WITNESS:

By: _____
Signature

AARP Foundation:

By: _____
Signature

Name (Type or Print)
Date

Patricia D. Shannon, CFO & SVP
Name & Title (Type or Print)
Date: 6/29/2015

APPROVED AS TO TERMS
AND CONDITIONS

By: _____
Channell Wilkins, Director
Community Services

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
Assistant County Attorney

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present shall be the act of the committee. Each committee may adopt rules for its own governance not inconsistent with these by-laws or with rules adopted by the Board of Directors.

ARTICLE VII – CORPORATE OFFICERS

Section 1. President. There shall be a President of the AARP Foundation who shall report to the AARP Foundation Board of Directors. The AARP Foundation Board of Directors shall appoint the President.

The President shall be responsible for the management and administration of the AARP Foundation. He or she shall supervise and coordinate the administrative, financial, and professional activities of the Foundation. He or she shall employ and direct such staff and provide direction and support to volunteers associated with Foundation programs as is deemed necessary for the conduct of the Foundation's business and programs, in accordance with the policies and procedures authorized by the Board of Directors.

The President or his or her designee shall, among other duties, notify directors of meetings, provide assistance to them in their activities, and render such reports or grant documents as may be required by either the directors of this corporation, or grantor agencies.

Section 2. Chief Financial Officer. The AARP Foundation President shall appoint a Chief Financial Officer who shall be responsible for the financial affairs of AARP Foundation.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

6/29/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Beecher Carlson Insurance Services 6 Concourse Parkway, Suite 2300 Atlanta, GA 30328 www.beechercarlson.com	CONTACT NAME: Beecher Carlson Insurance Services PHONE (A/C, No, Ext): 678-539-4800 FAX (A/C, No): 770-870-3031 E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A: Arch Insurance Company INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:
INSURED AARP 601 E. Street NW Washington DC 20049	NAIC # 03186

COVERAGES CERTIFICATE NUMBER: 25354714 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		31GPP4936907	7/1/2015	7/1/2016	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 15,000,000 PRODUCTS - COMP/OP AGG \$ 1,000,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB EXCESS LIAB DED RETENTIONS	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE				EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	31WCI4937308 31WCI4937108	7/1/2015 7/1/2015	7/1/2016 7/1/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Evidence of coverage for AARP Foundation Host Agency

CERTIFICATE HOLDER

CANCELLATION

Senior Services Palm Beach County
a Political Subdivisoion of the State of Florida
810 Datura Street
West Palm Beach FL 33407

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Sharon D. Brainard

ACORD 25 (2014/01)

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