

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

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Meeting Date: November 22, 2016	<input checked="" type="checkbox"/> [X]	Consent	<input type="checkbox"/> []	Regular
	<input type="checkbox"/> []	Ordinance	<input type="checkbox"/> []	Public Hearing

Department
Submitted By: Community Services
Submitted For: Community Services Department

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I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve

- A) Memorandum of Understanding with CareerSource Palm Beach County, Inc.(CareerSource), effective November 22, 2016, with no expiration date, for delivery of workforce services to Palm Beach County residents; and
- B) Employment and Training Opportunity Program (ETOP) Memorandum of Understanding with CareerSource Palm Beach County, Inc., effective November 22, 2016, with no expiration date, to provide on-the-job training for clients.

Summary: The Memorandum of Understanding (MOU) with CareerSource establishes an organizational framework to integrate the delivery of workforce services into the Community Services Department’s self-sufficiency programs. The ETOP MOU provides job seekers with the opportunity to gain non-paid, on-the-job training experience at the Community Services Department (CSD). **No County funds are required.** (CAP) Countywide (HH)

Background and Justification: The Community Action Program of the CSD manages a program to remove barriers for low-income clients to become employed. It also provides opportunities for low-income clients to obtain on-the-job training and work experience that will equip them to obtain more stable employment and become more self-sufficient.

- Attachments:**
- 1. Memorandum of Understanding with CareerSource
 - 2. Employment and Training Opportunity Program Memorandum of Understanding with CareerSource

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Recommended By: <u>Tarun</u>	<u>10/27/16</u>
Department Director	Date
Approved By: <u>Nancy L. Bolton</u>	<u>11/4/16</u>
Assistant County Administrator	Date

II. FISCAL IMPACT ANALYSIS


A. Five Year Summary of Fiscal Impact:

Fiscal Years	2017	2018	2019	2020	2021
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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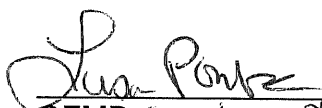
Is Item Included In Current Budget? Yes _____ No _____
Budget Account No.:
Fund _____ Dept _____ Unit _____ Object _____ Program Code _____ Program Period _____

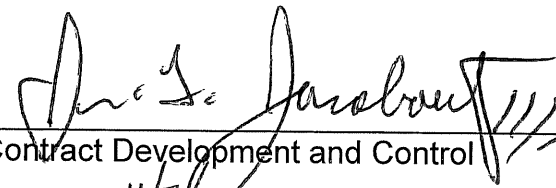
B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: 
Julie Dowe, Director, Financial & Support Svcs.

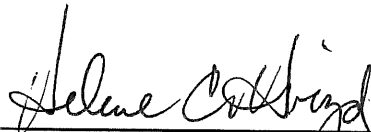
III. REVIEW COMMENTS

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


OFMB 8/10/27 PA 10/28


Contract Development and Control 11/3/16

B. Legal Sufficiency:


Assistant County Attorney

C. Other Department Review:

Department Director

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

**MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN
BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY
AND
CAREERSOURCE PALM BEACH COUNTY, INC.
FOR THE DELIVERY OF SERVICES
TO THE DEPARTMENT OF COMMUNITY SERVICES**

I. PURPOSE:

This Memorandum of Understanding (MOU) establishes a collaborative partnership that strives to address the needs of Palm Beach County residents and provide supports to aid them in reaching their goals.

The MOU identifies and coordinates resources to create a seamless, customer-friendly system that addresses the workforce development needs of individuals residing in Palm Beach County while providing a holistic case management approach with a goal of self-sufficiency. This MOU establishes goals and objectives, as well as responsibilities agreed upon by both organizations.

II. GOALS:

This Memorandum of Understanding and its associated partnership will strive:

1. To identify resources and services available to Palm Beach County residents to address any unmet needs, barriers, and gaps in services with integrated services, minimizing duplication of services, and improving overall service delivery.

This goal may include, but is not limited to:

- Identifying and educating staff and the community about agency resources.
 - Maintaining, updating and distributing identified resources for use when referring clients, including but not limited to website link sharing, electronic and printed documents, brochures/flyers, etc.
 - Providing office or presentation space in partner facilities.
2. To place individuals in training programs and employment, leading to self-sufficiency for themselves and their families by:
 - Establishing and abiding by an information, referral and outcome reporting process to assist Palm Beach County residents in accessing the identified resources available for employment, training and support services.
 - Developing and maintaining written/verbal communication between partners to allow for consistency and expeditious follow up on shared recipients.
 3. To effectively and efficiently share outcomes and demographic data, while preserving the confidentiality of those being assisted to support strategic planning, outcome reporting to funders, accessing additional resources (i.e., grants), etc.

III. PARTIES:

1. CareerSource of Palm Beach County:

Administrative Offices:

3400 Belvedere Road
West Palm Beach, Florida 33406

Career Centers in Palm Beach County:

West Career Center
1085 South Main Street
Belle Glade, FL 33430

SNAP E&T Office
1764 North Congress Avenue, Suite 204
West Palm Beach, FL 33409

2. Palm Beach County Department of Community Services:

Administrative Office:

810 Datura Street
West Palm Beach, Florida 33401

IV. GENERAL PROVISIONS:

Parties agree to coordinate and perform the activities and services in accordance with the requirements governing respective programs, services and agencies.

Entities will:

1. Be responsible for providing those services in which they specialize and/ or have funding available.
2. Refer individuals to those services as necessary to meet their needs.
3. Verify and share information to document outcomes for grant purposes.
4. Share resources to provide a continuum of services appropriate to the customers' needs.
5. Comply with all local, state and federal requirements regarding customer confidentiality, data security and client information.
6. Participate in and provide training and cross training, as deemed appropriate, to ensure that staff are familiar with programs offered by each agency.
7. Provide appropriate educational materials to facilitate referrals.
8. Share confidential customer and program information within the limits established by federal and state laws and regulations governing confidentiality.
9. Provide access and share any forms that may be used in the delivery of services.
10. Assume liability for its actions and the actions of its agents and hold harmless, defend and indemnify all other parties to this Memorandum from any and all claims for damages, including costs and attorneys' fees resulting in whole or part from the Partner or its agents' activities under this Memorandum.

V. ASSURANCES:

1. The parties to this Memorandum of Understanding shall not exclude from participation, discriminate against, or deny services or benefits to any person; in the administration of or in connection with any program on the grounds of race color, sex, religion, mental or physical disability, age, political affiliation, belief, national origin, marital status, application for Workers' Compensation benefits, juvenile justice record, sexual orientation or perceived sexual orientation, or association with any person with, or perceived to have, one or more of the above-named characteristics. Each customer served by the parties to this agreement shall have recourse through the appropriate complaint procedure.

2. The parties will assure compliance with conflict of interest and public records requirements, written personnel policies, and appeal procedures for complaints from applicants, subcontractors, employers, employees and other interested persons in accordance with applicable statutes and regulations.
3. No funds utilized in conducting activities under this agreement shall be used to promote religious or anti-religious activities; or for lobbying or political activities in accordance with funder parameters.
4. Each party to this agreement assures that it is an equal opportunity employer and shall comply with Equal Employment Opportunity Commission practices, as mandated by state and federal statutes and regulations.
5. Each party to this agreement assures that it will follow a Drug-Free Workplace policy that is in compliance with the Drug-Free Workplace Act of 1988 and the Clean Air Act.

VI. METHODS OF REFERRAL:

Parties to this Memorandum of Understanding have developed a referral procedure to assure quality and convenient services for eligible clients with clear service communication between agencies. Parties will pre-screen potential referrals to assess income and individual needs. Staff will use the form developed and provide to the referral agency and the identified contact in writing.

VII. OUTCOME REPORTING

Agency representatives will communicate with the referring agency staff in the agreed upon manner to provide outcome and follow up information, report changes in applicant status and compliance with service plans, or related information.

1. Quarterly Program Reports – will be provided in writing to the partner entity within 15 days of the following month.
2. Other Reports, as required – Any other reports requested shall be submitted within fifteen (15) days of a written request. Agency representatives will communicate with the referring agency staff in the agreed upon manner to provide outcome and follow up information, report changes in applicant status and compliance with service plans, or related information.

VIII. DURATION OF MOU:

This Memorandum of Understanding commences upon the day it is signed by all parties and is ongoing unless terminated earlier upon thirty (30) days written notice to all parties via certified U. S. Mail.

IX. AMENDMENTS AND MODIFICATIONS:

This Memorandum of Understanding may be amended or modified with review and consent of all parties. Amendments and modifications must be issued in writing to all parties and sent via certified U. S. Mail. All parties must be given a minimum of thirty (30) days to comment prior to the inclusion of any amendment or modification. Oral amendments or modifications shall have no effect. If any provision of this Memorandum of Understanding is held invalid, the remainder of the Memorandum shall not be affected.

IN WITNESS THEREOF, the parties here to have caused this MOU to be executed by their duly authorized representative respective on the latest day and year noted below.

APPROVED BY: CareerSource
CareerSource Palm Beach County, Inc.

BY: Steve Craig

Mary Muller
Witness

9/20/16
Date

Approved As To Form
And Legal Sufficiency

By: Helene Calvitz
Assistant County Attorney

APPROVED BY: County
Board of County Commissioners of Palm
Beach County

BY: Mary Lou Berger
Signature Mayor ~~Mary Lou Berger~~
For the Board of County Commissioners
Of Palm Beach County

Attest: Sharon R. Bock
Clerk and Comptroller

Deputy Clerk

Date

Approved As To Terms
And Conditions

BY: J. Tanary
Department Head

MOU NUMBER TO BE ASSIGNED BY CAREERSOURCE 2016-005**EMPLOYMENT & TRAINING OPPORTUNITY PROGRAM MEMORANDUM OF UNDERSTANDING
BY AND BETWEEN****CAREERSOURCE PALM BEACH COUNTY, INC.
3400 Belvedere Road, West Palm Beach, Florida 33406****AND**
Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of
County Commissioners (Insert Business Name)**Business FEI #: 59-6000785 Business Address: 810 Datura Street, West Palm Beach, FL 33401**

This Employment and Training Opportunity Program (ETOP) Memorandum of Understanding is entered between CareerSource Palm Beach County, Inc., hereafter referred to as "CareerSource", and the Business indicated above.

- I. The purpose of this Memorandum of Understanding is to provide the Business, when available, with one or more job seekers to work at Businesses' address indicated above from 1-180 days. As an eligible ETOP site Business agrees to the following:
 - Currently employs 5 or more paid employees, if less than 5, approval has been given by CareerSource.
 - Has a current business license
 - Is a non-residential based business
 - This will be a non-paid job-training experience for the job seeker in the CareerSource ETOP program. The Business will have the option of returning any job seeker at any time within the 1-180 day period if he/she does not meet Businesses' standards, as determined by Business. If the job seeker successfully completes Businesses' training program, it is CareerSource's hope that Business will hire him/her as a full-time employee, but this is not a requirement of this MOU.
- II. By signing this MOU CareerSource agrees to the following:
 - Refer eligible job seekers to the Business for consideration in the ETOP.
 - Provide child care, transportation, and other work-related expenses as needed for the trainee to the extent funds are available, and the expense is authorized by law or regulation; and
 - Worker's compensation liability and/or claims coverage (but NOT benefits) for all job seekers who are in this ETOP program will be provided by the State of Florida.
 - Assist Business in resolving any problems concerning the job seeker's performance at the site.
 - Hear all grievances concerning ETOP job seeker performance at the site in accordance with CareerSource grievance procedures.
 - *Responsible for wage or a stipend to the job seeker dependent on Business's timely submission of a properly completed and signed timesheet. Note, no fringe benefits or holiday pay is provided to job seekers. *Applicable only to those job seekers participating in a CareerSource Work Study Program.
 - Monitoring of the activities under this MOU at the site at reasonable hours and as frequently as the authorized representatives of CareerSource may deem necessary in order to assure the ETOP is constructive for the job seeker and that all provisions of this MOU are being carried out. Require corrective action within specified time periods or remove the job seeker from site without prior notice other than a written notification to be delivered to the Business at the time of the removal. This action may be taken when CareerSource, the Governor of the State of Florida or the U.S. DOL finds serious or continual violations of rules or laws, where violations are not being remedied.
- III. By signing this MOU Business agrees to the following:
 - Insure the job seeker hand carries their timesheet to CareerSource or the job seeker/employer faxes the timesheet by 8:00 am each Monday to CareerSource.
 - Provide work sites designed to offer job seekers with a non-paid, job-training experience commonly referred to as "Work Experience".
 - Make the terms and conditions of this ETOP program the same as for paid employees to the fullest extent possible.
 - Provide training to job seekers to enable them to obtain the knowledge and skills essential to adequately perform the job as described in the Training Outline.
 - Notify CareerSource if one or more of the following situations occur:
 - a. The job seeker failed to attend the initial interview, refused a suitable worksite training offer, or voluntarily quits.
 - b. The job seeker was not accepted for participation in the training program.
 - c. The Business experienced any problems with the job seeker, including: absenteeism, sickness, or other problems that may arise.
 - d. The job seeker secured unsubsidized employment.
 - e. The Business terminated the job seeker's training.
 - Submit the attached Attachment B Authorized Signature Page form for all supervisors authorized to sign job seeker timesheets.

1. Requested By CareerSource
Employee Initiating The MOU

Dina Hill 9/20/16
CareerSource Employee Name Date

2. Approved By
CareerSource ETOP Director

[Signature] 9/20/16
Name Date

IN WITNESS WHEREOF, Business and CareerSource have caused this MOU to be duly executed as of the date set forth below.

Approved By CareerSource Palm Beach County, Inc.:

Approved By Business (Print Name Below):

By: Steve Craig
Signed Steve Craig, CareerSource President/CEO

By: _____
Signed Authorized Representative Requires Highest
Ranking Officer Such as the President/CEO

Print Individual's Name & Title

, Mayor

WITNESS: Mary Muller

Attest:
Sharon R. Bock
Clerk and Comptroller

DATE 9/20/16

By: _____
Deputy Clerk

**APPROVED AS TO TERMS
AND CONDITIONS**

BY: [Signature]
DEPARTMENT HEAD

Approved As To Form
And Legal Sufficiency

By: Debra C. Abizid
Assistant County Attorney

- Provide the necessary orientation, prevocational services, supervision, precautionary safety instructions to CareerSource job seeker's in the performance of the CareerSource job seeker's duties as stated in the job order.
- Notify CareerSource immediately if any job seeker referred by CareerSource would be directly supervised by a member of that job seeker's immediate family.
- Provide a professional work experience related to the CareerSource job seeker's area of interest.
- Complete evaluations of the CareerSource job seeker's performance during the job seeker's internship. Notify CareerSource by telephone of any problem or concern regarding a job seeker's performance at the site as soon as possible, but at least within 24 clock hours of when the problem is identified.
- Notify CareerSource of the Businesses' intent to terminate a CareerSource job seeker's job seeker internship as far in advance as possible.
- No currently employed Business employee shall be displaced by a CareerSource job seeker. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. It is illegal for Business to displace any regular employee or fail to fill a vacancy so that a worksite job seeker may fill the job requirements. Based upon the above, Business must ensure that employees of Business are notified of displacement rules and his/her rights under the law and ability to file a grievance. Businesses' execution of this MOU is with the expectation that Business will be monitored by CareerSource for compliance with this provision and if Business violates this provision of this MOU and requirement of the law will be terminated from participation in CareerSource programs.
- No job seeker shall be hired into or remain working in any position when the same or substantially equivalent position is vacant due to a hiring freeze or when any regular employee is on lay-off from the same or substantially equivalent position or when the regular employee has been bumped and has recall or bumping rights to that position pursuant to Businesses' personnel policy or collective bargaining agreement.
- In the event at the end of the work experience Business is unable to convert the CareerSource job seeker to an employee Business will provide notice to CareerSource.
- The CareerSource job seeker shall not be considered an employee of Business. *The CareerSource job seeker shall be considered an employee of a third party employer of record designated by CareerSource. In the event payment is to be made to a CareerSource job seeker for time spent at Businesses' work site, the third party employer of record shall pay the CareerSource job seeker. *Applicable only to those job seekers participating in a CareerSource Work Study Program.
- Maintain the confidentiality of all information provided by or about any CareerSource Job Seeker, except as otherwise approved and authorized in writing by the job seeker, or as otherwise authorized by law.

IV. Manner of Service Provision:

- Business will provide the necessary instructions, supervision, and equipment to train the job seeker.
- Business will teach the job seeker the skills necessary for entry-level work in the designated job title.
- No individual may participate in the ETOP program funded by CareerSource unless CareerSource officially refers the individual to the Business in accordance with this MOU.
- No CareerSource job seeker shall displace a currently employed worker

V. Miscellaneous Provisions:

Either party may terminate this MOU, with or without cause, at any time by giving written notice twenty four (24) hours in advance to the other party. This MOU will be modified at any time without notice to the other party upon change or amendment to any law or regulation that governs the Program. Both parties in the performance of this MOU will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another. At any time and as often as CareerSource, the State of Florida, United States Department of Labor, Comptroller General of the United States, the Inspector General of the United States and the State of Florida, or their designated agency or representative may deem necessary, Provider shall make available all appropriate personnel for interviews and all participant records or other data relating to matters covered by this MOU for the purpose of monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this MOU. Provider shall respond in writing to monitoring reports and requests for corrective action plans within 20 working days after the receipt of such request from CareerSource. Contractor certifies that it is not currently debarred, suspended, or excluded from or for participation in Federal assistance programs, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency within a three-year period preceding the effective date of the MOU in accordance with 29 CFR Parts 45, 74, 95 and 98 and 45 CFR PART 74. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs. This MOU or any right accruing hereunder shall not be assigned by Contractor in whole or in part without the prior written consent of the CareerSource. Any assignment in violation hereof shall be invalid. The place for any hearing, arbitration or otherwise, shall be Palm Beach County, Florida. This MOU shall be interpreted under the laws of the State of Florida.



ATTACHMENT A
WORK SITE TRAINING OUTLINE/JOB DESCRIPTION

Indicate below the location, job title(s), days, hours and number of slots available at the work-site. If there is more than one job title available at the work-site in the same location, please list the job duties separately. Many providers have different positions available at different locations, if this is the case; please complete a separate Work Site Training Outline/Job Description. Thank you!

1. **Work Site Name/Location:** Department of Community Services

Work Site Status: check one: ☒ Non-profit or Public Organization ☐ For Profit

2. **Contact Person:** Taruna Malthotra **Title:** Assistant Director

Telephone Ext: 561-355-4716 **Fax #:** 561-656-7305

Alternate Person: Natalie Diaz Rodriguez **Title:** Program Coordinator

Telephone Ext: 561-355-4208 **Fax:** 561-242-7287

Job Title	1. Front Desk/Receptionist	2. Front Desk/Receptionist	3. Front Desk/Receptionist
Work Days	S M T W TH F S <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	S M T W TH F S <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>	S M T W TH F S <input type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/>
Work Hours	40	40	40
# of People Needed	3	3	3

3. **Work Site Duties:** List the specific job duties at the work site the participant will perform for each job title listed above

Job Title #1 Job Duties:

See Attached Job Description
Answer phone calls, pre-screen clients, greet clients, distributes/files correspondence, data entry.

Job Title #2 Job Duties:

Job Title #3 Job Duties:

4. **List any pre-requisites for acceptance of a participant (finger printing, background check, interview, testing, etc) for the work site activity.**

Background Check, Interview



**ATTACHMENT B
AUTHORIZING SIGNATURE PAGE**

Please include the names of all those persons in your organization that would be responsible for signing all timesheets that are provided by Career Source Palm Beach County. This will help us to ensure that those signing the timesheets are valid and accurate. We appreciate your assistance!

STAFF NAME (PRINT)	STAFF SIGNATURES
Kathryn McNealy	
Sheila Thomas	
Yrinea Del Bosque	
Doris Davis	
Natalie Diaz	