

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: May 2, 2017

☐ Consent
☐ Ordinance

☒ Regular
☐ Public Hearing

Department

Submitted By: Youth Services Department

Submitted For: Youth Services Department

I. EXECUTIVE BRIEF


Motion and Title: Staff recommends motion to approve: Youth and Young Adult Internship Non-Financial Agreement (Agreement) with CareerSource Palm Beach County, Inc. (CareerSource) effective from date last signed by both parties and with automatic annual renewals, to provide interns with work training experience, at no cost to the County.


Summary: This Agreement will allow interns between the ages of 17 - 24, as they graduate from CareerSource's structured work readiness program, to be able to work alongside employees of the Department. The interns will not displace regular employees, but rather be provided with supervision and training to increase the intern's employment opportunities. The interns may be placed in County Departments to assist with filing, answering phones and other clerical duties, based on project needs. Although the Department has initiated this Agreement, any County department can directly request the placement of youth/interns from CareerSource as needed. Countywide (HH)

Background and Justification: CareerSource offers a work readiness program (Program) to Palm Beach County residents, ages 17 – 24. The Program is offered as a five-week career prep class for each youth to: earn valuable credentials; explore interest/careers; develop leadership skills; receive money management training; participate in field trips and community service activities; and engage in mock interviews and resume building. After completion, the youth may gain continued benefits by working alongside Department employees and will further their skills toward employment opportunities. This work readiness program is directed primarily towards disconnected youth who are out-of-school and out-of-the-workforce.

Attachment:

1. Agreement

Recommended by:  4-20-17
Department Director Date

Approved by:  4/21/17
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)					

Is Item Included in Current Budget? Yes _____ No _____

Budget Account Exp No:
Fund _____ Dept _____ Unit _____ Obj _____
Rev No:
Fund _____ Dept _____ Unit _____ Obj _____

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

*There is no fiscal impact associated with this item.

Departmental Fiscal Review: Michelle Digna
A1 3/16

III. REVIEW COMMENTS

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

John H. L.
OFMB 3/31/17
4/13

Dr. J. Lawrence
Contract Development & Control
4/6/17

B. Legal Sufficiency:

Selene Colbrunn
Assistant County Attorney

C. Other Department Review:

Department Director

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

AGREEMENT NUMBER TO BE ASSIGNED BY CAREERSOURCE _____

**YOUTH AND YOUNG ADULT INTERNSHIP NON-FINANCIAL AGREEMENT
BY AND BETWEEN**

**CAREERSOURCE PALM BEACH COUNTY, INC.
3400 Belvedere Road, West Palm Beach, Florida 33406
AND**

**PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS, a Political Subdivision of the State of Florida
(INSERT PROVIDER NAME)**

PROVIDER FEI #: 59-6000785

PROVIDER EMAIL ADDRESS: tfields@pbcgov.org

PROVIDER ADDRESS: Youth Services Department, 50 S. Military Trail, Suite 203, West Palm Beach, FL 33415

PROVIDER DESCRIPTION: a Political Subdivision of the State of Florida

PROVIDER IS A (CHECK ONE):

- ☒ private non-profit or public non-profit corporation, or local governmental entity.
☐ private for-profit or public for-profit entity licensed to do business in the State of Florida.

WHEREAS, CareerSource Palm Beach County, Inc. ("CareerSource") wishes to place CareerSource Program participants with the Provider in an internship and the Provider wishes to provide an internship to CareerSource Program participants ("participants");

NOW THEREFORE, the parties enter into this Youth And Young Adult Internship Non-Financial Agreement (Agreement) for the provision of work experience training activities and work site services upon the following terms and conditions:

I. Term

This Agreement shall begin on the date last signed by both parties. This Agreement shall be automatically renewed annually without action of any party, unless earlier terminated pursuant to Article VII. of this Agreement or a participant has not completed his/her internship with the Provider, in which event this Agreement shall continue to be in full force and in effect until the duration of the remaining time required for the participant to complete his/her internship with the Provider.

II. Participant Status

The participant is not an employee of the Provider or CareerSource. For purposes of workers' compensation coverage the participant will be considered an employee of the State of Florida. Participants shall not be considered employees of CareerSource or Provider, although Provider shall have all supervisory responsibility.

III. Independent Provider

Both parties in the performance of this Agreement will be acting in an individual capacity and not as agents, employees, partners, joint venturers, or associates of one another.

IV. Provider Representations and Duties

Provider agrees to:

- A. develop and provide a work site designed to provide participants with a non-paid, job training experience commonly referred to as an internship.
- B. maintain the confidentiality of all information provided by or about any participant, except as otherwise approved and authorized in writing by the participant, or as otherwise authorized by law.
- C. provide participants with an internship described in "Attachment A Work Site Training Outline/Job Description" and attached hereto; to be completed and submitted to CareerSource when a participant is requested.
- D. provide training to participants so he/she can adequately perform his/her internship. Maximum internship hours and length in time shall be determined by CareerSource.
- E. provide participants with the same working hours, lunch periods and break times that would be afforded to paid employees.

- F. not to place participants in positions that are involved in political activity or the instruction of worship and not to engage participants in sectarian activities or in the construction of sectarian facilities. Participants may not engage in the operation or maintenance of any facility used or to be used for sectarian activity.
- G. notify CareerSource in writing immediately upon notice of the status of a participant when one or more of the following situations occur:
 - a) the participant has failed to attend the initial interview or refused a suitable work site offer or voluntarily quit training.
 - b) the participant was not accepted by the Provider into an internship.
 - c) the participant has experienced absenteeism or sickness or other problems.
 - d) the participant secured employment with the Provider or with another entity.
- H. comply with all applicable federal, state and local laws, regulations, policies and procedures relative to CareerSource's Internship Program.
- I. obtain written approval from CareerSource before assigning this Agreement.
- J. complete and maintain the required participant time record forms, referral, progress reports and periodic evaluation forms and provide such records upon request by CareerSource for monitoring purposes.

V. CareerSource Representations and Duties

CareerSource agrees to:

- A. provide a candidate to the Provider for consideration in an internship with the Provider containing the candidate's name and area of occupational interest.
- B. provide support services, subject to funding availability, to eligible participants that enable the participant to maintain his/her internship and that are allowed by the Program rules, laws and regulations.
- C. inform the Provider of the maximum number of hours each participant is required to participate and the expected length of the participant's placement in the work site activity.
- D. provide the required participant time record forms, progress reports and periodic evaluation forms to be completed by the Provider.
- E. Inform candidates, that while on Provider premises, that he/she shall comply with Provider's requirements governing conduct, safety, security, and confidentiality of information,

VI. Manner of Service Provision

- A. The work site Work Site Training Outline/Job Description ("Attachment A") must be approved by CareerSource prior to the internship beginning for any participant.
- B. Provider agrees to provide the necessary instruction, supervision and equipment for a participant to perform internship duties.
- C. Provider agrees to submit on a weekly basis to CareerSource's payroll vendor a Program time sheet signed and dated by the Provider and the participant. The employee(s) noted by Provider on "Attachment B Authorizing Signature Page" of this Agreement will be responsible for signing the participant's time sheet. Only those Provider employee(s) noted on "Attachment B Authorizing Signature Page" will be authorized to sign the participant's time sheet.
- D. Provider shall train the participant with the necessary skills for an entry level position in the designated job title.
- E. No participant may participate in an internship unless the participant is referred to Provider by CareerSource in accordance with the terms of this Agreement.
- F. All participants are to be provided with the same working conditions by Provider accorded to other employees presently in the Provider's work force. However, for purposes of workers' compensation coverage the participant will be considered an employee of the State of Florida. Participants shall not be considered employees of CareerSource or Provider, although Provider shall have all supervisory responsibility.
- G. No currently employed Provider employee shall be displaced by a participant. This includes partial displacement such as reduction in the hours of non-overtime work, wages or employment benefits. It is illegal for a Provider to displace any regular employee or fail to fill a vacancy so that a worksite participant may fill the job requirements.

Based upon the above, Provider must ensure that employees of Providers organization are notified of the Internship Program displacement rules and his/her rights under the law and ability to file a grievance. Provider's execution of the Agreement is with the expectation that Provider will be monitored by CareerSource for compliance with this provision and Providers that violate this provision of the Agreement and requirement of the law will be terminated from participation in the program.

- H. No participant 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 the provider's personnel policy or collective bargaining agreement.
- I. CareerSource and Provider recognize their respective liability for certain tortious acts of its agents, officers, employees, and invitees, and agree to be responsible, respectively, for all claims, liability, losses, and/or causes of action that may arise from any negligent act or omission due to the acts of its agents, servants, or employees. Such liability is subject to the provisions of law, including the limits included in Section 768.28, Florida Statutes, which sets forth the partial waiver of sovereign immunity to which governmental entities are subject. It is expressly understood that this provision shall not be construed as a waiver of any right or defense that the parties have under Section 768.28 or any other statute.
- J. Provider may conduct background checks of potential participants as necessary and as a pre-requisite for acceptance of any participant at a work site.

VII. Termination

Either party may terminate this Agreement, with or without cause, at any time by giving written notice 24 hours in advance to the other party. This Agreement 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.

VIII. Monitoring

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 Agreement for the purpose of monitoring activities and determining compliance with all applicable rules and regulations, and the provisions of this Agreement. 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.

Notwithstanding any other provision in this Agreement, all documents, records, reports and any other materials produced hereunder shall be subject to disclosure, inspection and audit, pursuant to the Palm Beach County Office of the Inspector General, Palm Beach County Code, Sections 2-421 - 2-440, as amended.

IX. No Third Party Beneficiaries

No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement.

X. Modifications/Amendments

This Agreement may be modified by either party only upon written Agreement executed by both parties. This Agreement may be unilaterally amended by CareerSource if there are changes in federal, state or local laws, rules, regulations or policies.

XI. Conflict of Interest

Provider certifies that trainees referred to Provider are not members of Provider's immediate family or the immediate family of any of Provider's supervisory or management staff. To avoid a conflict of interest, all Providers who have any financial and/or family/relative relationship(s) as defined in Section 112.3143, F.S. with any CareerSource or Palm Beach Workforce Development Consortium (Consortium) staff member or CareerSource Board, CareerSource Committee or Consortium member must prior to execution of the Agreement complete and submit to CareerSource the CareerSource Conflict of Interest Disclosure form.

XII. Certification Regarding Drug-Free Workplace Rule

Provider assures and guarantees that it shall comply with the Federal Drug Free Workplace Act of 1988 and its implementing regulations codified at 29 CFR 94, subpart F and the Drug Free Workplace Rules established by the Florida Worker's Compensation Commission.

XIII. Retention of Records

Provider agrees to retain all, supporting documents and any other documents (including electronic storage media) pertaining to this Agreement for a period of 7 years. Provider shall maintain complete and accurate record keeping and documentation as required by the CareerSource and the terms of this Agreement. Copies of all records and documents shall be made available to the CareerSource upon request at no cost. All invoices and documentation must be clear and legible for audit purposes. Any records not available at the time of an audit will be deemed unavailable for audit purposes.

XIV. Independent Contractor

In the execution of this Agreement and rendering of services prescribed by this Agreement, Provider shall maintain at all times its independent status, and shall be considered an independent Provider in the performance of its duties and responsibilities under this Agreement. CareerSource shall neither have nor exercise any control or direction over the methods by which the Provider shall perform its work and functions other than as provided herein. Nothing in this Agreement is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties. No provision of this Agreement, act of Provider in the performance of this Agreement, or act of CareerSource in the performance of this Agreement, shall be construed as making Provider the agent, servant or employee of CareerSource.

XV. Non-Assignability Clause

This Agreement or any right accruing hereunder shall not be assigned by Provider in whole or in part without the prior written consent of the CareerSource. Any assignment in violation hereof shall be invalid.

XVI. Governing Law And Venue

The place for any hearing, arbitration or otherwise, shall be Palm Beach County, Florida. This Agreement shall be interpreted under the laws of the State of Florida.

XVII. Public Announcements And Advertising

CareerSource's approval is required prior to Provider distributing, advertising, communicating, public announcement or sending any outreach material containing references to CareerSource or CareerSource services.

XVIII. Certification Regarding Debarment, Suspension, And Other Matters

Provider certifies that it is not currently presently nor previously within a three-year period in accordance with the U.S. Department of Labor regulations at 29 CFR Part 98, 29 CFR Part 95 and 45 CFR Part 74 preceding the effective date of the Agreement, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency. No contract shall be awarded to parties listed on the GSA List of Parties Excluded from Federal Procurement or Non-Procurement Programs.

XIX. Nondiscrimination And Equal Opportunity

The Parties shall establish and maintain a non-discrimination policy in accordance with the Executive Order 11246, as amended by Executive Order 11375, Section 188 of the Workforce Innovation and Opportunity Act of 2014, Executive Order (EO) No. 11246, The Age Discrimination Act of 1975 as amended, Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, Title VI of the Civil Rights Act of 1964 as amended, which prohibits discrimination on the basis of race, color or national origin, Section 188 of the Workforce Innovation and Opportunity Act of 2014 (WIOA), 42 U.S.C. 2000 et seq., Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, as amended, Title IX of the Education Amendments of 1972, as amended, The American with Disabilities Act of 1990, P.L. 101-336 Executive Order (EO) No. 11246, Equal Employment Opportunity, as amended by EO No. 11375, and as supplemented in Department of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR, part 60 and 45 CFR part 80 if applicable, as well as any classification as protected by law.

CareerSource has submitted to Provider a copy of its non-discrimination policy which is consistent with the above paragraph, as contained in Resolution R-2014-1421, as amended, or in the alternative, if CareerSource does not have a written non-discrimination policy or one that conforms to the Provider's policy, it has acknowledged through a signed statement provided to Provider that CareerSource will conform to the Provider's non-discrimination policy as provided in R-2014-1421, as amended.

XX. Energy Efficiency And Energy Policy Act of 2005 (Public Law 109-58)

Provider agrees to comply with all provisions of the Energy Policy Act of 2005 (Public Law 109-58). Provider shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of Florida's Energy Conservation Plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-163).

XXI. Notice and Contact
The name, address and telephone number of each party's representative to this Agreement is as follows:

<u>CareerSource</u>	<u>Provider</u>
President/CEO	Point of Contact Name: Tammy K. Fields, Director
3400 Belvedere Road	Address: Palm Beach County Youth Services Department
West Palm Beach, Florida 33406	50 S. Military Trail, Suite 203,
Telephone (561) 340-1060 Ext. 2221	West Palm Beach, Florida 33415
	Telephone/Fax: 561-242-5700/561-561-242-7216
	E-Mail: tfields@pbcgov.org

In the event a different representative is designated by either Party after execution of this Agreement, written notice including the name, address and telephone number of the new representative will be sent in writing to the other Party.

XXII. Entire Agreement
This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof. All other prior agreements, understandings and representations regarding the subject matter hereof are hereby superseded and terminated.

1. Requested By CareerSource Employee Initiating The Agreement	_____	_____
	CareerSource Employee Print & Sign Name	Date
2. Approved By CareerSource Youth Management	_____	_____
	CareerSource Employee Print & Sign Name	Date

(remainder of page intentionally left blank)

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

Witness:

Signature

Name (type or print)

CareerSource:

CareerSource of Palm Beach County, Inc.
Company Name

Signature

Steve Craig
Typed Name

President/CEO
Title

(corp. seal)

Attest:

Sharon R. Bock
Clerk and Comptroller

By: _____
Deputy Clerk

Approved as to Form and Legal Sufficiency

By: _____
County Attorney

Provider:

Palm Beach County Board of County Commissioners

By: _____
Paulette Burdick, Mayor

Approved as to Terms and Conditions

By: _____
Tammy K. Fields, Director

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 and Location:** Enter the legal address of the work site where the participant will be located.

Worksite Business Status: [check one] ☐ Nonprofit or Public Organization ☐ For Profit

2. Contact Person:

Title:

Telephone Number:

Fax Number:

Alternate Person:

Title:

Telephone Number:

Fax Number:

Job Title	1.	2.	3.	4.
Work Days	S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	S M T W TH F S <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
Work Hours				
# of Slots Available				

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:

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.



Youth Illness/Injury Procedures for Worksite Supervisor

1. Youth interns are instructed to immediately report any illness or injury to their worksite supervisor.
2. The Worksite Supervisor reports the illness or injury by calling 561-340-1060: Holly Carson at Ext. 2335 or Nikole Rozon at Ext. 2489. The Program Supervisor or Designee will determine if illness and/or injury is or is not work related.
3. If illness and/or injury is **work related AND/OR life threatening**:
 - a. **Call 911 immediately!**
 - b. Next, the Worksite Supervisor should contact the Program Manager.
 - c. Then, the Program Manager or Designee calls AmeriSys at 800-455-2079 as soon as possible (within 24 hours) to report the injury/illness. They will ask for a Location Code - Youth: **2306**
4. If illness and/or injury is **work related AND/OR non-life threatening**,
 - a. The Worksite Supervisor contacts the Program Manager.
 - b. Next, the Program Manager or Designee calls AmeriSys at 800-455-2079 to report the injury/illness. Location Code - Youth: **2306**
5. If illness and/or injury is **not** work related (i.e. nauseous from a cold or flu), the Worksite Supervisor will be asked to send the youth intern home for the day. If needed, the Worksite Supervisor will arrange for transportation. No sick pay is available.
6. Whenever possible, the youth intern should be available when the Program Manager or Designee calls AmeriSys as they will need information from the youth intern (i.e. name, youth contact phone number, date of birth, SS#, home address, work address, injury site location, etc.)
7. If medical treatment is required for the youth intern, AmeriSys will direct where to go for medical care. If needed, the Program Manager or Designee will arrange for transportation. If additional treatment is required, the Program Manager will also coordinate transportation. No sick pay is available.
8. If no treatment is needed, AmeriSys will provide a phone number and case number to the youth intern. If medical treatment is required later, youth intern may call AmeriSys to discuss their situation. If medical treatment is obtained later, youth is to notify the Program Manager.
9. The Program Manager or Designee must then complete and submit an **Injury Report Form** to Sue Craig, Manager of Human Resources, to suecraig@careersourcepbc.com or fax to 1-888-633-0315 **within 24 hours** of illness and/or injury of youth intern.
10. Youth intern must provide Release to Work documentation to Program Manager or Designee in order to return to work site.

I understand and agree to follow the Youth Illness/Injury Procedures.

Worksite Supervisor's Signature _____

Date _____

Worksite Supervisor's PRINTED Name _____

(June 2016 – For Worksite Supervisor) Provide copy of signed form to Worksite Supervisor. Original signed form should be placed in employer's CareerSource Palm Beach County file.



Release Agreement

MEDIA RELEASE

NAME (printed) : _____

☐ I DO

☐ I DO NOT

...give my permission to CareerSource Palm Beach County, a non-profit organization serving Palm Beach County, to use any photograph and/or video footage in which I am included in their annual reports, brochures, newsletters, or any other CareerSource Florida/CareerSource Palm Beach County publications or presentations. I further release the CareerSource Florida/CareerSource Palm Beach County from any liability for such use.

I understand that CareerSource Florida/CareerSource Palm Beach County is a non-profit corporation and will not benefit financially from the use of any photograph and /or video footage in which I am included.

Signature

Date

CareerSource FL/PBC
representative

Job title/Career Center Date

ATTACHMENT B
AUTHORIZING SIGNATURE PAGE

Please include the names of all those persons in your organization that would be responsible for signing all timesheets submitted to CareerSource. This will help CareerSource ensure that those signing the timesheets are valid and accurate. CareerSource appreciates your assistance!

PROVIDER STAFF NAME (PRINT)	STAFF SIGNATURE