

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

AGENDA ITEM SUMMARY

Meeting Date: July 2, 2019 [X] Consent [] Regular
[] Ordinance [] Public Hearing
Department
Submitted By: Community Services
Submitted For: Community Services and Public Safety

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: a Host Agency Agreement with the American Association of Retired Persons (AARP) Foundation, Inc. Senior Community Service Employment Agency (SCSEP), for the period July 1, 2019 through June 30, 2020, to place seniors with work assignments based on their skills, experience, knowledge and abilities.

Summary: This agreement allows AARP to assign seniors, aged 55 and over, whose annual incomes are at 125% of the poverty level or below to work experiences. AARP facilitates the utilization of seniors in work assignments within the Community Services and Public Safety Departments. Seniors are given opportunities to gain meaningful work experiences and are compensated through AARP for the hours they work per week. Seniors can work up to 20 hours per week. Each senior will be matched with work assignment based on their skills, experience, knowledge and abilities and are utilized on an as needed basis. Currently, there is a total of seven (7) seniors assisting in the Community Services Department and Victim Services. The seniors assist with various duties, such as filing, data entry, answering phones, greeting clients, and other duties as permitted by the agreement. No County funds are required. (Community Services Department) Countywide (HH)

Background and Justification: AARP has received grants to operate the 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.

Attachments: Host Agency Agreement

Recommended By: [Signature] Department Director
6/17/19 Date

Approved By: Nancy L Bolton Assistant County Administrator
6/26/19 Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2019	2020	2021	2022	2023
Capital Expenditures					
Operating Costs					
External Revenue					
Program Income					
In-Kind Match (County)					
NET FISCAL IMPACT					

# ADDITIONAL FTE POSITIONS (Cumulative)					
---	--	--	--	--	--

Is Item Included In Current Budget? Yes ___ No X
 Does this item include the use of federal funds? Yes ___ No X

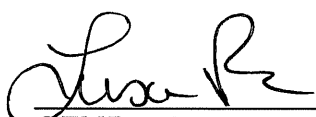
Budget Account No.:
 Fund ___ Dept ___ Unit ___ Object ___ Program Code ___

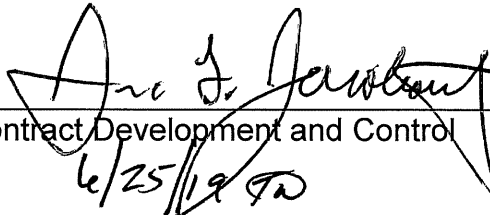
**B. Recommended Sources of Funds/Summary of Fiscal Impact:
 No County funds are required.**

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

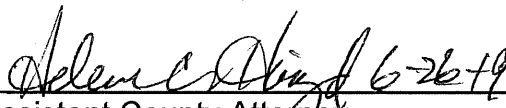
III. REVIEW COMMENTS

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

 6/18/19
 OFMB CB 6/18

 6/25/19
 4/17 Contract Development and Control 6/25/19 TD

B. Legal Sufficiency:

 6-26-19
 Assistant County Attorney

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 _____, 2019 by and between Palm Beach County, a Political Subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as Host Agency, and the American Association of Retired Persons (AARP) Foundation, Inc. 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 HOST AGENCY and AARP agree as follows:

The Host Agency, an equal employment opportunity employer, requests the services of enrollees from the AARP Foundation SCSEP. This Agreement shall be in effect for a period of one (1) year, commencing on July 1, 2019, and expiring no later than June 30, 2020, notwithstanding the date the Agreement is executed by the Board of Commissioners for the County.

This agency is:

A Non-Profit Organization
(Tax exempt under the Internal Revenue code 501(c)(3))

Participant Supervisor(s) Compensated With Federal Funds

A Public Organization

Participant Supervisor(s) NOT Compensated With Federal Funds

The purpose of this agreement is for the host agency and AARP Foundation to enter into a joint engagement in the SCSEP, under which a participant receives training in a community service assignment while actively pursuing unsubsidized employment. The host agency agrees to provide meaningful training and work experience to the participant(s) in exchange for federally subsidized community service hours by AARP Foundation.

To ensure our host agency partners understand their important role in the daily lives of SCSEP participants and their responsibilities in supporting each participant's goals to enhance or learn new skills and to obtain unsubsidized employment, and In consideration of the mutual promises contained herein, the HOST AGENCY and AARP agree as follows:

- 1) The host agency agrees to support SCSEP objectives and will consider hiring participant(s) in permanent employment positions(s), if a vacancy arises.
- 2) The host agency acknowledges that AARP Foundation may reassign participant(s) at any time in accordance with SCSEP rules, regulations, and policies. The host agency also acknowledges that it may request participants be removed from the host agency for any lawful reason by providing written notification to AARP Foundation.
- 3) It is understood that the purpose of the SCSEP is for a participant to provide community service while they actively pursue training and unsubsidized employment off of the program. When a participant 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, SSI/SSD, and Medicaid.

- 4) It is understood that participants may miss some hours at the host agency assignment in order to pursue training and unsubsidized employment that is provided outside of the host agency. Participants may be required by AARP Foundation SCSEP to complete programmatic activities and tasks which may include:
 - a) Accept referrals and interviews for employment outside the program;
 - b) Conduct an ongoing search for unsubsidized employment as specified in the Individual Employment Plan (IEP) and as directed by an AARP Foundation representative;
 - c) Accept regular transfers to other host agency assignments as necessary to further the participant's training and work experience;
 - d) Register and maintain registration with the State Employment Service and/or One Stop Center;
 - e) Attend job search training, job clubs, participant meetings, etc., when offered by the AARP Foundation office, and engage in continuing unsubsidized job search activities.

- 5) It is understood that The SCSEP is short-term, work-training to prepare participants for unsubsidized employment off of the program. The SCSEP is not an entitlement, nor is it designed to solely provide income maintenance. SCSEP participants are in training status, preparing for unsubsidized employment.

- 6) When practical, the Host Agency agrees to provide additional training support to their participants by allowing participants to utilize the Agency's computers and internet access for designated job search training and to complete online job search activities.

- 7) It is understood that training with the host agency is a short-term opportunity. Participation in the SCSEP is NOT a job, and participants are NOT employees of either the AARP Foundation or the host agency where they are temporarily assigned.

- 8) It is understood that AARP Foundation SCSEP does not conduct background checks or drug screening on 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.

- 9) The host agency agrees to have or obtain reliable technology services that would enable it to receive and send participant *Time & Attendance Reports* to and from the AARP Foundation office. Reliable technology services are those that can produce readable documents – not overly dark, overly light, blurred, or otherwise unreadable by an objectively reasonable standard. Without reliable electronic transmittal of Time and Attendance Reports, AARP Foundation SCSEP cannot provide participant stipend payments for those trained hours under SCSEP regulations and must place participants at an alternative agency.

- 10) The Host agency agrees to consider competitive participants for any permanent job openings in the agency. The host agency agrees to provide supervision, training, and a safe work environment for each assigned participant. The host agency also agrees to the provisions outlined in the *Participant and Host Agency Handbook* as a condition of participation in the SCSEP. Host agencies agree and acknowledge that, while on-site at the Host Agency, participants are under the direct control and supervision of the Host Agency and that the Host Agency is responsible for permitting participants to conduct any tasks that qualify for payment under the program. AARP Foundation will not assign on-site tasks to any participant.

11) The host agency agrees to respond to the host agency customer satisfaction survey that is issued by the U.S. Department of Labor (DOL) if randomly selected and acknowledges that completion of the survey influences continued DOL funding of the SCSEP grant. This survey is generally sent out in January, but timing is at the discretion of DOL.

12) Pursuant to SCSEP regulations, AARP Foundation, as a program administrator, is responsible for providing workers' compensation insurance for all participants, in accordance with state and federal law. The host agency is responsible for maintaining a safe working environment for participants during their normal course of duties; and to insure that proper equipment, procedures, and safe practices are used in compliance with state and federal law. The Host Agency recognizes that if a safety violation involving a SCSEP participant occurs on the premises, AARP Foundation expects Host Agency to follow safety notification protocols as it would for its own employees. AARP Foundation has the right to coordinate onsite safety inspections with the host agency to insure that work procedures, equipment and practices are used to protect the safety of participants. If the host agency fails to adhere to reasonable safe working practices, AARP Foundation has the right to terminate the agreement for cause and for the protection of the participants.

The host agency must keep the following key safety issues in mind at all times:

- a) No lifting over 20 pounds.
- b) No step stools or ladders.
- c) Participants may not drive unless the assignment, expressly includes driving, is approved in advance by AARP Foundation and is carried out in accordance with this Section 12 and Section 13 below.
- d) Participants must always be supervised.

13) No participant is authorized to drive as part of his or her assignment without the advance written approval of AARP Foundation. Only in exceptional situations can a participant transport other passengers and only then with the approval of the national AARP Foundation SCSEP director. If participant duties include driving a vehicle owned or operated by the host agency, the host agency shall maintain appropriate automobile liability covering participant(s) engaged in the performance of their training assignments using a vehicle owned or operated by the host agency. Applicable statutes will govern the limits of liability for Federal, state, and local government host agencies. A copy of the host agency's certification of insurance and participant's current driver's license and a motor vehicle record (MVR) check is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

If the participant drives his or her own vehicle as part of his or her assignment, the Host Agency must ensure that participant maintains automobile liability insurance appropriate to cover performance of their assignments. The host agency shall also reimburse the participant for mileage if the participant drives his or her own vehicle in the performance of the host agency assignment. A copy of the host agency's certification of insurance, the participant's certification of insurance, the participant's current driver's license, and a MVR is required prior to the driving assignment beginning. Participants will be reimbursed for the cost of the MVR by AARP Foundation SCSEP.

- 14) Each party under 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.
- 15) It is understood that the AARP Foundation's SCSEP is federally funded and is required to maintain documentation (timesheets) to substantiate the expenditure of federal funds for wages. It is also understood and agreed to that AARP Foundation SCSEP shall pay the wages of a wage stipend to participants assigned to the host agency within the limits expressly set out by SCSEP regulation and communicated to host agency at the onset of participant placement. The host agency shall not permit or instruct participant(s) to perform Work beyond such limits or require participant to perform unpaid or volunteer work as part of the participant's assignment.
- If the host agency permits participant(s) to perform work exceeding authorized hours, or to return to community service training assignments without prior authorization from AARP Foundation representative or past the participant's termination date, host agency shall compensate participant(s) for such time. The host agency agrees to verify, sign and return accurately completed timesheets to AARP Foundation SCSEP for processing. Timesheets must be signed by the individual participant and by a responsible supervisory official having first-hand knowledge of the hours worked by the participant.
- 16) It is understood that host agency must not use participants as substitutes for permanent employees. Federal regulations prohibit such a "maintenance of effort." Participants are additions to, not substitutes for, regular agency staff. A community service assignment for a participant under Title V of the Older Americans Act is permissible only if the assignment does not:
- a. Reduce the number of employment opportunities or vacancies that would otherwise be available to individuals who are not SCSEP participants;
 - b. Displace currently employed workers (including partial displacement, such as a reduction in the hours of non-overtime work, wages, or employment benefits);
 - c. Impair existing contracts or result in the substitution of Federal funds for other funds in connection with work that would otherwise be performed; and
 - d. Assign or continue to assign an SCSEP participant to perform the same work or substantially the same work as that performed by any other individual who is on layoff.
- 17) The host agency will be listed on the *Time Attendance Report* in SCSEP records accessible by the DOL. If there are changes to a participant's supervisor, the AARP Foundation SCSEP office must be notified so that the information can be updated in the databases.
- 18) It is understood that all participant(s) records are subject to the Privacy Act, 5U.S.C. § 552a and neither party shall release records without written release signed by participant(s) or otherwise in accordance with law.
- 19) The host agency shall maintain all records, including original or copies of participant(s) timesheets, relating to this agreement for a period of four years. The host agency shall retain original participant(s) time sheets if faxed to AARP Foundation for payment. AARP Foundation or the DOL, through any authorized representative, shall have access to and the right to examine all records related to this agreement.

- 20) It is understood that either party may terminate this agreement at any time for any reason upon notification to the other party.
- 21) It is understood that any amendment, modification, or addendum to this agreement including changes or modifications to training assignments, 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.
- 22) 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:

- Palm Beach County Community Services Department, Division of Senior Services
810 Datura Street, Suite 300
West Palm Beach, FL 33401
Attn: Faith R. Manfra

and if sent to AARP shall be mailed to:

- AARP Foundation
3951 North Haverhill Road
West Palm Beach, FL 33417
Attn: Ted Simpkins

Remainder of page intentionally left blank.



HOST AGENCY AGREEMENT

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

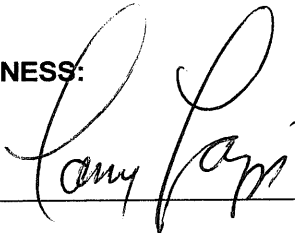
ATTEST: PALM BEACH COUNTY, FLORIDA BY ITS BOARD OF COUNTY COMMISSIONERS:

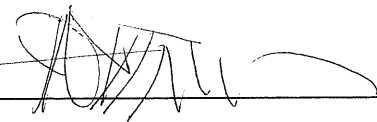
SHARON R. BOCK, Clerk and Comptroller

Palm Beach County Board of County Commissioners

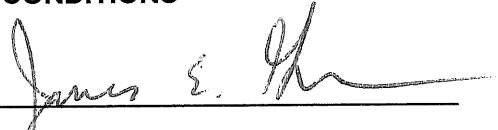
By: _____
Deputy Clerk

By: _____
Mack Bernard, Mayor

WITNESS:
By: 
Signature
Tammy Lampi
Name (Type or Print)

AARP FOUNDATION: INC.
By: 
Signature
THEODORE W SIMPKINS
Name & Title (Type or Print)
Date: 18 APR 2019

APPROVED AS TO TERMS AND CONDITIONS

BY: 
James Green, Department Director

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

BY: _____
Assistant County Attorney



CERTIFICATE OF LIABILITY INSURANCE

7/1/2019

DATE (MM/DD/YYYY)
5/20/2019

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 have ADDITIONAL INSURED provisions or 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 Lockton Companies 1185 Avenue of the Americas, Suite 2010 New York NY 10036 646-572-7300	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="width: 80%;">INSURER(S) AFFORDING COVERAGE</th> <th style="width: 20%;">NAIC #</th> </tr> <tr> <td>INSURER A : Arch Insurance Company</td> <td style="text-align: center;">11150</td> </tr> <tr> <td>INSURER B : Great American Insurance Co of New York</td> <td style="text-align: center;">22136</td> </tr> <tr> <td>INSURER C : XL Insurance America, Inc.</td> <td style="text-align: center;">24554</td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Arch Insurance Company	11150	INSURER B : Great American Insurance Co of New York	22136	INSURER C : XL Insurance America, Inc.	24554	INSURER D :		INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Arch Insurance Company	11150														
INSURER B : Great American Insurance Co of New York	22136														
INSURER C : XL Insurance America, Inc.	24554														
INSURER D :															
INSURER E :															
INSURER F :															
INSURED 1452213 AARP 601 E Street NW Washington DC 20049															

COVERAGES **CERTIFICATE NUMBER: 16098085** **REVISION NUMBER: XXXXXXXX**

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 INSD	SUBR 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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	31GPP4936911	7/1/2018	7/1/2019	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 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	31CAB4967011	7/1/2018	7/1/2019	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX \$ XXXXXXXX
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	UMB2275394	7/1/2018	7/1/2019	EACH OCCURRENCE \$ 25,000,000.00 AGGREGATE \$ 25,000,000 \$ XXXXXXXX
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 checked="" type="checkbox"/> N	N/A	Y	31WCI4937111	7/1/2018	7/1/2019	<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
C	Excess Liability	N	Y	US00063318LI18A	7/1/2018	7/1/2019	Limit: \$ 15,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 The Palm Beach County Board of County Commissioners, their appointed officers and employees are hereby named, as additional insureds for all program operations associated with the AARP Foundation Senior Community Services Employment Program (AARP-SCSEP) for policy year 2019-2020, pursuant to all grant and contract provisions with the AARP Foundation SCSEP Program.

CERTIFICATE HOLDER 16098085 Palm County Palm Beach County Board of County Commissioners 301 N. Olive Avenue West Palm Beach FL 33401	CANCELLATION 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
---	--