

**NORTH BEACH WATER DISTRICT
PACIFIC COUNTY, WASHINGTON**

RESOLUTION NO. 15-2011

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF NORTH BEACH WATER DISTRICT, PACIFIC COUNTY, WASHINGTON, ENTERING INTO A MEMORANDUM OF UNDERSTANDING WITH THE OLYMPIC AREA AGENCY ON AGING TO PARTICIPATE IN THE TITLE V SENIOR COMMUNITY SERVICE EMPLOYMENT PROGRAM FUNDED THROUGH THE OLDER AMERICAN'S ACT.

WHEREAS, the Federal Government through the Title V – Community Service Employment For Older Americans authorizes programs to guide the placement of eligible seniors in the workforce; and

WHEREAS, North Beach Water District agrees to become a Host Agency to make Title V – Community Service Employment For Older Americans authorizes program benefits available to eligible seniors in Ocean Park Washington; now, therefore

BE IT RESOLVED by the Board of Commissioners of North Beach Water District, Pacific County, Washington as follows:

Section 1. Authorizes the General Manager to enter into the attached Memorandum of Agreement with Olympic Area Agency on Aging.

ADOPTED by the Board of Commissioners of North Beach Water District, Pacific County, Washington at its regular meeting held on October 24, 2011.



Brian Sheldon, Commissioner Position #1

Gwen Brake, Commissioner Position #2



R.D. Williams, Commissioner Position #3

3. PROGRAM OBJECTIVES

The Title V Senior Community Service Employment Program has a two-fold objective:

- a. To provide eligible participants with assistance in upgrading job skills and to facilitate attempts by the participants to obtain non-subsidized full or part-time employment; and
- b. To assist communities in upgrading or enhancing existing human services by making participants available as subsidized staff in not-for-profit entities.

4. PROGRAM Management

O3A Title V Program Management is the responsibility of the O3A Title V Program Manager. The host agency shall appoint one staff person with the responsibility of overseeing this Memorandum of Understanding and maintaining liaison with O3A regarding Title V.

The current Host Agency contact person is: _____

Email: _____ Phone: (360) _____

5. PARTICIPANT ELIGIBILITY

O3A Title V Program staff shall determine participant eligibility for Title V. Basic criteria includes:

- a. Age 55 or older;
- c. Economically disadvantaged - under 125% of the current household poverty level as determined by the U.S. Department of Labor;
- d. Physically and mentally capable of performing part-time employment duties (as described in the job training description submitted by the host agency); and
- e. Unemployed at time of enrollment. Current income eligibility guidelines discount Social Security Income by 75%. Title V participants may have part-time jobs that are of a sporadic nature, very seldom, fill-in or miscellaneous. No regularly scheduled jobs are allowed. This extra income may not be at the host agency of the participant, and will be included in the income eligibility determination.

6. RECERTIFICATION OF ELIGIBILITY

O3A's Title V Program Manager has the responsibility for recertification of each Title V participant. Recertification includes low-income eligibility determination, and continued physical and mental ability to do the required work.

7. HOST AGENCY ELIGIBILITY

Host agencies must be either public or private nonprofit or governmental organizations. As the program is participant-centered, placement of a participant in an agency is determined by the needs, interests and skills of the participant, matched to available host agency placement requests. No employment slots remain with the host agency. When a participant leaves a host agency for any reason, placement of the next eligible participant is based upon the needs of the eligible participant - not upon the needs of the agency.

8. ENROLLMENT PRIORITIES

The priorities described below shall be determined by the O3A Title V Program Manager and used, in the listed order of precedence, in selecting eligible participants for placement with host agencies:

- a. Veterans or qualified spouses of veterans;
- b. Individuals who are sixty years of age or older;
- c. Individuals who are the most economically disadvantaged; and
- d. Individuals who are applying for re-enrollment into the project when those individuals' last previous enrollment was terminated for reasons of extended illness or placement into subsidized employment.

9. HOST AGENCY PRIORITIES

Placement of the participant is based upon the participant's needs, interests and skills matched with a position that seems best fitted to the needs of the participant. However, if O3A determines that more than one host placement are of equal appropriateness, placement of a participant will be made with these guidelines in the listed order of precedence:

- a. Host agencies serving predominately seniors in the community;
- b. Special priorities identified by O3A; and
- c. Previous record of compliance with the requirements of the Title V program and the host agency's record of providing assistance and support to the participant to seek and transition into unsubsidized employment.

10. CONDITIONS OF EMPLOYMENT

- a. Host Agencies must have a MOU with O3A signed for the current program year in order for a participant placement to take place or remain in the program for the next plan year.
- b. The participant shall be an employee of the Host Agency. Host Agencies shall be reimbursed upon invoicing O3A and providing each Title V participant's time sheet as a back up document for community service and training hours performed.
- c. No Title V participant may be required by the host agency to work in excess of twenty hours in any given week without approval of the Program Manager.

- d. At no time shall a participant be asked or allowed to volunteer additional hours at a host agency doing tasks that are encompassed as a part of his or her training position.
- e. Participants shall be paid wages by the Host Agency at a rate no less than the current federal, state or local applicable minimum wage. Host Agencies may be reimbursed only for minimum wage under the program, but may elect to pay a participant more than minimum wage if the balance is paid through another funding source. Host Agencies will notify the O3A Title V Program Manager if more than the minimum wage is being paid for SCSEP data entry purposes.
- f. Each participant shall be authorized a maximum number of weekly hours by O3A, with notice given to the participant and host agency by O3A. O3A reserves the right to alter the maximum number of weekly hours, with timely notice to participant and host agency.

11. REPORTING REQUIREMENTS

- a. The Host Agency must submit a monthly invoice and match report for reimbursement. The Host Agency shall make every effort to submit billings by the 10th (tenth) day following the end of any calendar month. O3A's fiscal office may modify this schedule from time to time as necessary to facilitate timely processing of contractor and O3A invoices.
- b. The Host Agency must submit a time sheet for each Title V participant to O3A at the end of the month, no later than 4 (four) working days after the end of the calendar month. The time sheets shall include a daily accounting of hours worked by the participant and the signatures of the participant and supervisor. Delay of time sheets affects the timely entry of data into the Title V reporting system (SCSEP Performance and Results Quarterly Reports, or SPARQ). The information must be entered into the data base before deadlines to be counted.
- d. Participants must also provide a monthly job search log, which the Host Agency supervisor is asked to ensure takes place.
- c. O3A is required by its contract with the State of Washington to report all available In-kind Match used to support the Title V program. In-Kind Non-federal Match includes any services, equipment or goods that are paid for with local or State funds and provided to the Title V program without charge. Examples include supervision, workspace, computer or other equipment, and training. Along with the Monthly Billing host agencies are required to submit the Title V Monthly Match Report. (See Attachment).
- d. The Host Agency shall communicate any changes in the status of the Title V participant, such as termination, serious illness or separation from the Host Agency, to the O3A Title V Program Manager in a timely manner.
- e. The Host Agency must submit a placement training description which describes the participant's training experience, and skills to be learned.

- f. Orientation and number of formal training hours will be reported on the participant's timesheet by the Host Agency to O3A on a monthly basis and delivered to the attention of the O3A Title V Program Assistant. Orientation and training should not be shown on the Title V billing form.
- h. The Individual Employability Plan (IEP) will be developed by the Title V Participant and the Host Agency supervisor, and submitted to O3A's Title V Program Manager for review and approval. O3A's Title V Program Manager may assist in the development of the IEP as necessary. The IEP must be completed within 30 (thirty) days of the start date of the Participant with the Host Agency. The IEP may be modified during the course of the Participant's training as necessary to reflect the goals of the Participant, and must be modified to reflect any significant change (such as work site, a major shift in training focus, etc.) in a timely manner and the revised IEP submitted to O3A.

12. Benefit Policy

In response to the 2006 Older American Act Amendments in Section 502 (6), the following policy changes have been made:

- a. Federal Holidays: If a host agency is closed for a federal holiday and a participant is normally scheduled to work on that day, then the participant is eligible to receive pay under the SCSEP grant for the hours scheduled to work on that day. If the holiday falls on a day the participant does not normally work, then the participant cannot be paid for the holiday.
- b. Necessary Sick Leave: Necessary Sick Leave is defined as paid leave, under the SCSEP grant, for any SCSEP participant who has a serious health condition or an emergency condition. Examples of serious health conditions include, but are not limited to: non-elective day surgery, physician requested necessary sick leave following hospitalization, or contagious viral or bacterial infection evidenced by fever. Examples of emergency conditions include, but are not limited to: incapacity due to an acute medical episode, emergency surgery, and hospitalization.

Necessary sick leave will also apply in circumstances defined under Washington's Family Care Act (RCW 49.12) for a participant to care for: (a) A child of the participant with a health condition that requires treatment or supervision; or (b) a spouse, parent, parent-in-law, or grandparent of the employee who has a serious health condition or an emergency condition.

O3A, in coordination with the host agency, will make the determination of whether or not the sick leave is deemed necessary. The maximum amount of necessary sick leave allowed per month will be eight hours per month and cannot be accumulated from month to month. Necessary sick leave may not be used for non-emergency medical appointments.

- c. No Leave Accrual. No sick leave or vacation leave can be accrued by a Title V Participant.

13. PAYROLL TAXES

Host Agencies will be reimbursed for all employer payroll taxes paid on Title V wages for no more than 20 hours per week, or the number of hours authorized by O3A Title V program staff. It is prohibited for Title V funds to pay for unemployment taxes and retirement benefits. Unemployment taxes may not be paid for Title V Participants according to RCW 50.44.040.

14. PARTICIPANT TERMINATION NOTICE

Host Agencies must notify the O3A Title V Program Manager in the event a participant has been terminated from the agency immediately or the next working day. Termination from a host agency **may not** necessarily mean termination from the program. The Host Agency must follow its internal personnel policies and process, and unless extenuating circumstances exist, Participants shall be given 30 days notice (calculated from the date of receipt) of termination.

15. WORK SCHEDULE, ORIENTATION AND PLACEMENT DESCRIPTION

The Host Agency must provide O3A with a standard work schedule (as arranged to the mutual satisfaction of the host agency and participant), with revisions as necessary. The Host Agency is expected to provide some flexibility of schedule to allot participants to attend employment interviews.

The host agency contact person or supervisor is required to submit a position/placement training description that includes a description of the skills training to be learned at the host agency.

Host Agencies must assure that each participant receives a formal orientation which covers at least:

- Placement/Position Training Description;
- Personnel policies and procedures for the host agency;
- Hours of work and paid holiday provisions, if any;
- Wage rate, benefits (if applicable);
- Submission of timesheets;
- Available training;
- Procedures for complaint resolution;
- Procedures for reporting assignment-related accidents;
- Travel reimbursement, if applicable; and
- Drug-free work place policy.

O3A's Title V **Program Manager** shall assure that each participant receives a formal orientation which covers at least:

- Goals of the SCSEP Program;
- Goals of the O3A project;
- Available supportive services;
- Participant's obligation to seek unsubsidized employment, including at the host agency to which the participant is assigned;

- Obligation to report changes in income or family size;
- Allowable and unallowable political activities;
- Reasons for termination; and
- Individual Employability Plan.

16. GOVERNMENT REGULATIONS

O3A, the Host Agency and the Participant shall all comply with applicable federal and state laws and regulations, including, but not limited to:

- a. Older American's Act as amended;
- b. Federal regulations to Title V of the Older American's Act;
- c. Administration of Grants, Title 45, Part 74 (Federal Register); and
- d. Laws of the state of Washington.

17. TRAINING

The Title V program has an objective that 34.6% of the participants in the program be placed in non-subsidized employment each year. To assist with the upgrading of skills essential to securing employment, O3A may provide job search training opportunities to participants as funding and training opportunities allow. Time spent by the participant in training arranged by O3A, including travel time, shall be with pay. The handling of expenses related to training, such as meals, registrations, and mileage shall be arranged in advance by O3A.

Formal training hours not arranged by O3A should not exceed more than 20% of the allotted hours designated to each participant or more than an average of 4 hours/week. The host agencies will pay for the training time and then bill O3A, as long as the hours worked combined with the training time, does not go over the maximum time allowed for each month.

18. HOLIDAY PAY

Host agencies will show any paid holidays taken on the timesheet. O3A will reimburse for holiday pay when submitted and documented on the participant time sheet as long as it is within the 20 hour limit per week **and** the holiday fell on a day the participant was normally scheduled to work. If a Host Agency is closed for a holiday, Participants can only be paid for hours they would have worked that day.

19. TRAVEL

Host agencies cannot be reimbursed for Title V participant travel that is directly related to the Host Agency's normal course of business. O3A Title V participants who travel for the Host Agency must be reimbursed at the current federal mileage rate by the Host Agency from another funding source. The Host Agency may not use Title V participants to replace their normal cost of business for activities that would have been performed by regular unsubsidized employees or volunteers. Example: A Host Agency would normally send an employee or volunteer to the post office daily and would pay the standard mileage reimbursement in the normal course of business. The Host Agency therefore may not use a Title V participant for this task in order to bill the program for mileage costs it would have incurred without the participant.

When Title V participants are required to travel as a requirement for the Title V Program the participant will be reimbursed at the current federal mileage rate. Required travel for the Title V Program needs to be documented via a travel reimbursement form and attached to the billing form. Example of required travel: required Attendance at an O3A Title V Training Meeting. All travel to be billed to the program must be pre-approved by O3A Title V Program Staff.

20. PARTICIPANT MEETINGS

All O3A Title V participants are required to attend meetings if scheduled by the Program Manager. Participant meetings may include changes in program guidelines, updates and job search training. Such meetings require significant preparation time and expense, and are held to benefit the Title V Participants. Therefore attendance is mandatory at such meetings, and absence will only be excused for emergencies or unavoidable conflicts. Participants are reimbursed for mileage for attendance of this meeting. Host Agencies are required to allow Title V Participants to attend O3A sponsored meetings and training sessions.

21. PARTICIPATION IN PROGRAM CUSTOMER SATISFACTION SURVEYS

It is a requirement of Title V Program that Participants and Host Agencies participate and cooperate with surveys regarding the program. When unsubsidized employment is obtained, the Participant will let the new employer know to expect customer satisfaction surveys, and the Participant will also be expected to participate in follow-up information requests.

22. PHYSICAL EXAMINATION AND SUPPORTIVE SERVICES

The Title V Program will offer each participant the opportunity to receive a physical examination. An additional physical examination will also be offered at the time of annual recertification of eligibility. Participants may have the physical examination conducted by their own physician and have the doctor bill O3A directly for payment or submit a payment receipt for reimbursement with documentation of the exam, up to a maximum of \$250. If the Participant is insured O3A will cover the participants out-of-pocket cost, such as a co-payment, up to the \$250 maximum. O3A will not provide payment for additional lab tests, x-rays or scans. The results of the physical examination are not to be conveyed to O3A program staff – only the invoice with explanation of the billing code as a “physical examination” is required. Medical records inadvertently received with the billing statement will be immediately shredded. The participant may choose to waive the physical examination offered by signing a waiver form provided by O3A.

O3A will provide other assistance for supportive services to Title V Participants as funding allows. All supportive services are on a case by case basis, dependent upon available funding, and must be approved in advance by the O3A Title V Program Manager. Supportive services may include necessary assistance for travel and transportation costs to and from the work site or other job search activities as needed, computer training or other classes which may improve the skills of the Title V

participant, purchase of necessary eye glasses, etc. Participants must comply with Host Agency requirements, such as obtaining a food handler's card if necessary for the participant's training for example, and O3A will reimburse the Participant for such placement-specific requirements, funding permitting. The Host Agency is encouraged to assist the Participant in determining and requesting supportive services that meet the goals of the program, including sending the Participant to training that will enhance the training experience at the Host Agency.

23. DISCRIMINATION, HARASSMENT, RETALIATION AND NEPOTISM

Title V Participants should be treated with the respect and courtesy that would be afforded any Host Agency Employee. Host Agencies must agree to treat Title V Participants in accordance with, and abide by state and federal employment labor laws. Discrimination, harassment, workplace violence and retaliation are unacceptable practices and prohibited by law.

Host Agencies must complete the attached Host Agency Monitoring Form. The monitoring form must be returned with the Host Agency MOU.

Host Agencies must ensure that nepotism (favoritism shown to a relative) is not practiced and no disparities are demonstrated to adversely affect a Title V Participant's training, employment opportunity or placement into unsubsidized employment.

24. WRITTEN UNDERSTANDING

This Memorandum of Understanding constitutes the core of the working relationship between O3A and the host agency regarding the Title V program. Alteration of the provisions of this understanding shall be valid only when in writing and signed by representatives of both parties. Additionally, this understanding may be expanded upon with additional documents, as deemed appropriate by O3A such as a summary sheet specific to each participant, copies of letters of hire or change in circumstances, etc. A new MOU face sheet must be signed with the placement of each participant.

25. TERMINATION

This Memorandum of Understanding may be terminated by either O3A or the host agency upon written notification to the other.

26. INDEMNIFICATION

Each party to this agreement shall defend, protect and hold harmless the other party from and against all claims, suits, and/or actions arising from any negligent or intentional act or omission of that party's employees, subcontractors, agents, and/or authorized providers in the performance of this agreement. In the case of joint negligence, any damages allowed shall be levied in proportion to the percentage of the negligence attributed to each party. This applies to O3A and any and all contractors (or subcontractors to parties of this agreement).

27. SEVERABILITY

The provisions of this Memorandum of Understanding are intended to be severable. If any term or provision is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Memorandum of Understanding.

28. LIMITATION OF SIGNATURE AUTHORITY

Only the O3A Executive Director by writing (delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Memorandum of Understanding (MOU). Furthermore, any alteration, amendment, modification, or waiver or any clause or condition of this MOU is not effective or binding unless made in writing and signed by the O3A Executive Director and Host Agency authorized signatory.

IN WITNESS WHEREOF, the parties have executed this Memorandum of Understanding.

HOST AGENCY: _____
(Please print or type Host Agency Name)

Signed by: _____
(Please print or type name of person authorized to sign.)

Signature: _____

Date: _____

Please complete for the Host Agency:

UBI Number: _____

Federal Employer ID Number: _____

OLYMPIC AREA AGENCY ON AGING:

Roy Walker, Executive Director

Date: _____