

AN ORDINANCE 2017-06-08-0430

**AUTHORIZING AN AGREEMENT WITH
ARBOR E & T, LLC D/B/A RESCARE
WORKFORCE SERVICES TO PROVIDE
YOUTH PARTICIPANTS WITH REAL-
WORLD WORK EXPERIENCE THROUGH
PLACEMENT WITH THE SAN ANTONIO
METROPOLITAN HEALTH DISTRICT
THROUGH AUGUST 31, 2018.**

* * * * *

WHEREAS, this will be the first year of this collaboration between the San Antonio Metropolitan Health District WIC Program and Arbor E & T, LLC d/b/a ResCare Workforce Services; and

WHEREAS, ResCare Workforce Services is the largest career center workforce contractor in the United States; and

WHEREAS, ResCare Workforce Services serves as a contractor for Workforce Solutions Alamo and administers the Work Experience (WE) program; and

WHEREAS, the WE program is designed to provide youth participants with job opportunities that they otherwise would not qualify for; and

WHEREAS, with funding from Workforce Solutions Alamo, ResCare Workforce Services has funding available to provide the WIC Program with needed summer staffing through the WE program; and

WHEREAS, the impact of this collaboration will be that WIC will have a cost savings in temporary staff salaries; **NOW THEREFORE:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. The City Manager or her designee or the Director of the San Antonio Metropolitan Health District or her designee is authorized to execute an agreement with Arbor E & T, LLC d/b/a ResCare Workforce Services to provide youth participants with real-world work experience through placement with the San Antonio Metropolitan Health District through August 31, 2018. A copy of the agreement, in substantially final form, is attached hereto and incorporated herein for all purposes as **Attachment I**.

SECTION 2. The City Manager or her designee, or the Director of the San Antonio Metropolitan Health District or her designee, is further authorized to execute any and all necessary documents to effectuate said agreement.

SECTION 3. The San Antonio Metropolitan Health District will record an in-kind transaction for the services authorized by this Ordinance.

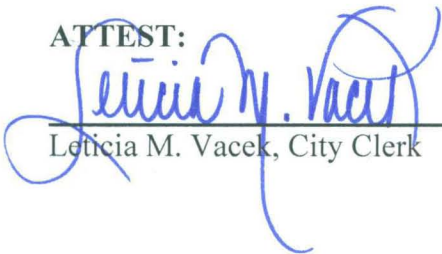
SECTION 4. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

SECTION 5. This Ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 8th day June, 2017.



M A Y O R
Ivy R. Taylor

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

| | | | | | | | |
|---------------------|---|--------------------|------------|------------|----------------|---------------|---------------|
| Agenda Item: | 24 (in consent vote: 4, 5, 6, 7, 8, 9, 11, 13, 15, 16, 17, 18A, 18B, 19, 20, 21, 22, 23, 24) | | | | | | |
| Date: | 06/08/2017 | | | | | | |
| Time: | 09:24:45 AM | | | | | | |
| Vote Type: | Motion to Approve | | | | | | |
| Description: | An Ordinance authorizing an agreement with Arbor E&T, LLC d/b/a ResCare Workforce Services to provide youth participants with real-world work experience through placement with the San Antonio Metropolitan Health District through August 31, 2018. [Erik Walsh, Deputy City Manager; Dr. Colleen M. Bridger, Director of Health] | | | | | | |
| Result: | Passed | | | | | | |
| Voter | Group | Not Present | Yea | Nay | Abstain | Motion | Second |
| Ivy R. Taylor | Mayor | | x | | | | |
| Roberto C. Treviño | District 1 | | x | | | x | |
| Alan Warrick | District 2 | | x | | | | x |
| Rebecca Viagran | District 3 | | x | | | | |
| Rey Saldaña | District 4 | | x | | | | |
| Shirley Gonzales | District 5 | | x | | | | |
| Ray Lopez | District 6 | | x | | | | |
| Ana E. Sandoval | District 7 | | x | | | | |
| Ron Nirenberg | District 8 | | x | | | | |
| Joe Krier | District 9 | | x | | | | |
| Michael Gallagher | District 10 | | x | | | | |

**WIOA
WORK EXPERIENCE AGREEMENT**

Between

**Company Name: The City of San Antonio on behalf of the San Antonio Metropolitan Health District
and
Arbor E&T, LLC d/b/a ResCare Workforce Services**

I. Parties to the Agreement:

The parties entering into this agreement are ResCare Workforce Services (RWS) and the City of San Antonio on behalf of the **SAMHD Women, Infants and Children Program** the designated company/organization (Training Entity):

II. Purpose of Agreement:

It is the purpose of this agreement to establish policies and procedures for Workforce Innovation Opportunity Act (WIOA) Work Experience / Internship training positions.

III. Duration of Agreement:

The agreement will commence upon the date of signature of both the qualified City designee and ResCare-Youth Services designee and terminates on August 31, 2018. Continuation of this agreement is contingent upon availability of funds and / or qualified customer eligibility. This agreement may be terminated at any time by either party with five (5) calendar day's written notice prior to the termination of the agreement.

IV. Goals of Agreement:

To provide Work Experience in a supervised, structured learning environment so that trainees will gain experience in basic work habits as well as occupational skills. The aim is to significantly increase the participating trainee's likelihood of securing regular unsubsidized employment.

V. Meetings and Coordination:

The City designee(s) and ResCare - Youth Services designee will meet as needed to assess the activities conducted under this agreement and to make necessary adjustments to improve the project and promote positive progress for trainees.

The City worksite assigned Supervisor(s) and RWS designee will meet prior to the commencement of the Work Experience assignment for a Supervisor Orientation session. Relevant program related rules and guidelines will be explained in this session including the required biweekly written evaluation of the trainee's attendance and progress/performance.

The designee(s) will consult with ResCare - Youth Services staff in situations involving a trainee's delinquency, misconduct, or neglect of work.

VI. Nature of the Agreement

Trainees under this agreement will be permitted under the following designation(s):

☒ Paid Work Experience

☐ Un-Paid Work Experience

The contact people for this agreement are:

Designee Company/Organization Worksite

Name: Norma Sifuentes

Title: Health Program Manager

Address: 2322 Buena Vista

City: San Antonio State: Texas Zip: 78207

Phone Number: 210-207-4562 Email: norma.sifuentes@sanantonio.gov

ResCare Workforce Services-Regional Director

Name: Jill Brown

Title: Regional Director

Address: 6723 S. Flores Suite 100, San Antonio, TX 78221

Phone: (469)394-3529 Email: jill.brown@rescare.com

VII. Mutual Agreements:

- The work experience assignment must be compatible with the trainee's ability to perform the task on a regular basis. This shall take into account the trainee's physical capacity, skills, experience, family responsibilities and place of residence.
- ResCare, the youth services contractor for Workforce Solutions Alamo or its contracted staffing agency, is considered the employer of record for the Work Experience trainee. Applicable payroll services including W-4, I-9, and W-2 statements, as well as workers' compensation insurance or the equivalent coverage for the participant will be provided by the ResCare or its assigned designee.
- No incumbent workers are eligible for either Paid or Unpaid Work Experience.
- Work Experience Trainees may not report for work / training at the City worksite until official notification of assignment approval and start date has been received from the appropriate Workforce Solutions-Alamo Youth Services designee.
- The participant is required to submit a bi-weekly timesheet, which will be forwarded to the designated ResCare Workforce Services contact. This paper timesheet is intended to record and verify hours worked as well as provide ongoing feedback to RWS regarding the trainee's performance in the Work Experience assignment.
- Payments made to Paid Work Experience trainees are based upon hours actually worked. No vacation, sick, or holiday pay is allowable.

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- Overtime hours are not permitted for trainees under either the Subsidized or Unsubsidized Work Experience Programs. Payment for hours worked in excess of the allowable hours under either this agreement or FLSA (whichever is less) is the responsibility of City and must be made in compliance with applicable FLSA guidelines.
- In the event of an on-the-job injury, the **City** will contact the designated ResCare Workforce Services representative. This notification should occur within the same work shift as the injury but must occur within 24 hours of the injury. The reporting **COMPANY** designee should be prepared to provide all information needed to complete injury reports.
- All participants have the rights available under federal state, and local law prohibiting discrimination on the basis of race, sex, national origin, religion, age and disability. Individuals alleging discrimination may choose to have their complaints processed as a program dispute or as a violation of other applicable state and local laws prohibiting discrimination in employment.
- For subsidized Work Experience, neither ResCare Workforce Services nor its contractor will be responsible for wages accrued by participants who fail to provide Form I-9, Employment Eligibility Verification prior to their first day of work.
- Supervisors at the employer site agree to monitor and track all hours worked by youth participants. Supervisors must track the hours worked utilizing a paper timesheet. Supervisors must approve hours by the last day of the pay period. RWS will only pay hours that are recorded and approved by the close of business on the last day of the pay period.
- Supervisors at the employer site agree to submit evaluation reports by close of business on the last day of the pay period.
- RWS shall have all persons designated to participate in the program undergo drug screening and criminal background checks in accordance with City's policies and procedures prior to participating in the program.
- The parties agree City may remove a trainee from the program when the City determines that the trainee has violated the rules and regulations of the City; has disclosed information that is confidential by law; or has engaged in conduct that disrupts the activities carried on by the City or threatens the safety of City personnel or clients/customers/patients.
- Prior to program participation and upon request by the City, RWS shall provide City access to documentation of RWS and the individual trainee's compliance with requirements set forth in this agreement to include, but not limited to, criminal back ground check, and required insurance coverages.
- RWS agrees this agreement does not constitute an employment contract with RWS or any trainee and there is no promise of future employment with the City.
- The City will not be charged for any activities performed by the trainees in connection with the program covered by this Agreement or have any obligation to pay the salaries or expenses of any trainee.

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- Trainees shall agree to keep strictly confidential and hold in trust all confidential information of the City and the SAMHD and/or its clients/patients and not disclose or reveal any confidential information to any third party without the express prior written consent of the SAMHD. Unauthorized disclosure of confidential information or of the terms of this Agreement shall be a material for breach, or, notwithstanding any other provision of this Agreement, immediately terminating this Agreement at the discretion of the City. RWS agrees to assume full responsibility for any breach of confidentiality by a trainee with regard to client information and/ or patients' records.
- All trainees shall provide services in compliance with all applicable City policies and procedures, as may be required by the City.
- **ResCare Workforce Services, and Work Experience Trainees shall** be responsible for insuring their own Property, Equipment, Autos and Legal Liability. In no event will the **CITY** be required to maintain any insurance coverage for ResCare Workforce Services or Work Experience Trainees.

VIII. City

- Will provide the necessary tools, equipment, and supplies needed for the Work Experience assignment.
- Will provide adequate on-site instruction, supervision, support, feedback, and sufficient work to enable successful completion of the Work Experience assignment and goals.
- Will submit a bi-weekly timesheet to the ResCare- Youth Services contractor.
- Will complete and return the designated Progress Evaluation form every two weeks and assure that this evaluation accurately assesses the individual's actual performance during the designated period.
- Will adhere to job duties as outlined in Job Description submitted to ResCare. The company/organization will not change a participant's location and/or job duties without prior authorization from ResCare Workforce Services contractor.
- Will provide transportation to remote workstations, if necessary, as decided on an individual basis and agreed upon in advance with the appropriate ResCare Workforce Services contractor designee.
- Will insure participants are subject to the same health and safety standards established under state and federal law that otherwise apply to individuals in similar activities who are not ResCare Workforce Services contractor participants.
- Will apply the same break policy for Work Experience participants as applied to other employees of the organization in similar positions.
- Will not use or misuse confidential participant information provided by ResCare Workforce Services contractor.
- Will assure trainees are not allowed to exceed the allowable training hours as determined and approved in advance for the Work Experience trainee. (This includes any limitation for hours worked within the work week as well as the duration of the Work Experience assignment.)

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- Will assure that no Work Experience Trainee exceeds 40 hours per week as designated by the RWS pay period week and reported on the designated Work Experience timesheet.
- Will pay the participant overtime based on based on the prevailing wage at time and half per FLSA if a participant should exceed 40 hour per designated pay period week as recorded on the timesheet.
- Will provide employment information to ResCare Workforce Solutions-Alamo Youth Services if a participant is retained after the subsidized employment period has ended.
- Will maintain the time and attendance records of the trainees for a period of four (4) years after the termination of this agreement. City shall make these records available for inspection by the ResCare Workforce Services designee, Texas Workforce Commission, or the United States Department of Labor.
- Will immediately notify the appropriate ResCare Workforce Solutions-Alamo Youth Services designee if a Work Experience trainee is suspended for unacceptable conduct pending resolution of problem performance or behavior.
- Will not require a participant to remain away from his/her home overnight without appropriate prior authorization from a ResCare Workforce Services representative and participant consent.
- Will not place participants in a position in which they are directly supervised by or are the supervisor for an immediate family member.
- Will not require trainees to engage in religious or political activities or assignments at the worksite or permit such activities during work hours.
- Will not require trainees to work on any personal and/or business property for the Supervisor's personal gain.
- Will not supplement a Work Experience participant's wages in any form without the prior written authorization of the ResCare Workforce Services contractor representative.
- Will not place any trainee under 18 years of age in any occupation defined by the Child Labor Provisions of the Fair Labor Standards Act as hazardous. Trainees who are 18 years of age or older may be placed in such occupations, but only under continuous Supervision of City
- Will not allow a Work Experience position to impair existing contracts or collective bargaining agreements.
- Will not provide work to a work experience participant that has the effect of displacing/replacing or preventing employment of an individual not participating in the paid/unpaid work experience program. Vacancies due to hiring freezes, termination, and/or layoffs shall not be filled by a work experience participant unless it can be demonstrated that such vacancies are a result of insufficient funds to sustain former staff levels. The work experience jobs shall in no way infringe upon the availability of work hours, overtime hours, or promotional opportunities that would otherwise be available to regular employees.

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IX. ResCare- Youth Services Administrator Agreements:

- The conditions of participation must be reasonable, taking into account in each case the proficiency of the participant as well as funding program guidelines.
- Grievances regarding non-discrimination compliance may be filed with Workforce Solutions-Alamo Youth Services (as outlined in 40TAC, Chapter 823).
- Grievances (excluding complaints alleging discrimination) unable to be resolved at the local level will be forwarded to Texas Workforce Commission State Office for Resolution (as outlined in 40TAC, Chapter 823).
- The Work Experience term shall not exceed 12 weeks.
- Participants may not be engaged in Work Experience activities more than once per Program Year.

X. Indemnification:

RWS covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to RWS' activities under this CONTRACT including any acts or omissions of RWS, any agent, officer, director, representative, employee, consultant or subcontractor of RWS, and their respective officers, agents, employees, directors and representatives while in the exercise of the rights or performance of the duties under this CONTRACT. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT RWS AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. RWS shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or RWS known to RWS related to or arising out of RWS's activities under this CONTRACT and shall see to the investigation and defense of such claim or demand at RWS's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving RWS of any of its obligations under this paragraph.

Defense Counsel - CITY shall have the right to select or to approve defense counsel to be retained by RWS in fulfilling its obligation hereunder to defend and indemnify CITY, unless such right is expressly waived by CITY in writing. RWS shall retain CITY approved defense counsel within seven (7) business days of CITY's written notice that CITY is invoking its right to indemnification under this CONTRACT. If RWS fails to retain counsel within such time period, CITY shall have the right to retain defense counsel on its own behalf, and RWS shall be liable for all costs incurred by CITY. CITY shall also have the right, at its option, to be represented by advisory counsel of its own selection and at its own expense, without waiving the foregoing.

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Employee Litigation – In any and all claims against any party indemnified hereunder by any employee of RWS, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation herein provided shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for RWS or any subcontractor under worker's compensation or other employee benefit acts.

Agreed to:

Signature

Name: Dr. Colleen M. Bridger, Ph.D., MPH

Title: Director
San Antonio Metropolitan Health District

Date: _____

Company/Organization/work site:

Signature

Name: Jill Brown

Title: Regional Director

Date: _____

Employer:

ResCare Workforce Services