

ORDINANCE NO. 55-90

BY: John T. Loehnert

An Ordinance authorizing the Mayor and Auditor to enter into an agreement with the Franklin County Department of Human Services for the purpose of participating in the Community Work Experience Program.

WHEREAS, the Ohio Administrative Code Chapter 5101: Section 1-47-01 through 1-47-82 authorizes the Franklin County Department of Human Services to contract with public organizations for the purpose of providing Community Work Experience Workers; and,

WHEREAS, it is the desire of the City of Bexley to participate in the Community Work Experience Program. NOW, THEREFORE,

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF BEXLEY, OHIO:

Section 1. That the Mayor and Auditor be, and they hereby are, authorized to enter into an agreement with the Franklin County Department of Human Services Community Work Experience Program, said agreement is attached to and made a part of this Ordinance.

Section 2. That this Ordinance shall take effect and be in force from and after the earliest period allowed by law.

Passed: July 24, 1990

Bob L. Schmitz  
President of Council

Attest: John T. Loehnert  
Clerk of Council

Approved: July 24 1990  
David H. Madison  
David H. Madison  
Mayor

June 26, 1990 - 1<sup>st</sup> reading  
July 10, 1990 - 2<sup>nd</sup> reading  
July 24, 1990 - 3<sup>rd</sup>

THE FRANKLIN COUNTY DEPARTMENT OF HUMAN SERVICES

STATEMENT OF AGREEMENT WITH

City of Bexley

This agreement made and entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by and between the Franklin County Department of Human Services and the City of Bexley (hereinafter referred to as "CWEP Sponsor").

Pursuant to Chapter 5101: Section 1-47-01 through 1-47-82 of the Ohio Administrative Code and rules promulgated by the Ohio Department of Human Services, the Franklin County Department of Human Services is authorized to contract with public and private nonprofit organizations for the purpose of developing worksites to:

1. Provide experience and training for employable recipients of ADC-U, GA and the Food Stamp Program not otherwise able to obtain employment in order to assist them to move into regular employment.
2. Have employable recipients of Aid to Dependant Children of the Unemployed (ADC-U), General Assistance (GA) and the Food Stamp Program work in jobs that serve a useful public purpose in exchange for receiving monthly benefits.

BACKGROUND

- A. The City of Bexley is a governmental organization serving residents of the City. The City is responsible for maintaining all public services including but not limited to enforcement of all regulatory requirements, providing safety forces, water and sewage service, sanitation service, street maintenance, recreational facilities, and public parks for residents of the city.

Persons from the CWEP program assigned to the City of Bexley will be utilized in a number of differing tasks primarily located within the parks department. The most common assignments will be in parks maintenance to supplement full time employees in the performance of their normal tasks.

The goal of the program is for each participants to develop the skills, knowledge and experience needed to be able to succeed in securing and retaining gainful employment in the shortest period of time. Components of the program include: Assessment and Employability Planning, Job Club, the Subsidized Employment Program, Education and Training, and the Community Work Experience Program.

The activities described in this agreement must be completed within a twelve (12) month period commencing \_\_\_\_\_, 19\_\_\_\_ and ending \_\_\_\_\_, 19\_\_\_\_.

The specific activities described in Exhibit I, Scope of Service, thus undertaken in collaboration with FCDHS will meet the following objectives:

1. Give participants an opportunity to improve existing skills or learn new skills through work experience and training.
2. Reduce welfare dependency by preparing participants to obtain unsubsidized employment.
3. Promote the participants' self-esteem by providing an opportunity for them to engage in productive work.
4. Expand the availability of public services in the State of Ohio.

#### STATEMENT OF AGREEMENT

1. TERM OF AGREEMENT: This contract will be effective from \_\_\_\_\_, 19\_\_\_\_ through \_\_\_\_\_, 19\_\_\_\_ inclusive, unless otherwise terminated.
2. COST OF SERVICES: Subject to the terms and conditions set forth in this agreement and the attached exhibit (such exhibit is deemed to be part of this agreement as fully as if set forth herein). The Franklin County Department of Human Services agrees to use and the Provider agrees to furnish, at no cost to FCDHS, those specific services detailed in Exhibit I.
3. INDEPENDENT CONTRACTORS: Providers, agents and employees of the CWEP Sponsor will act in performance of this agreement in an independent capacity, and not as officers or employees or agents of the Ohio Department of Human Services of the Franklin County Department of Human Services.
4. RECORD KEEPING AND REPORTING: The CWEP Sponsor shall maintain and submit records and documents in accordance with requirements published in the FCEOP CWEP Handbook of Policies and Procedures, Addendum I, which sufficiently and properly reflect the services provided through this agreement. Such records shall be subject at all reasonable times for inspection, review, or audit by duly authorized Federal, State, and Franklin County Department of Human Service's personnel.
5. AVAILABILITY AND RETENTION OF RECORDS: The CWEP Sponsor shall maintain and preserve all records related to this agreement, including any other documentation used in the administration of the program, in its possession for a period of three years from the date of submission to FCDHS and will assure the maintenance of such records for a like

period of time in the possession of any third party performing work related to this agreement, unless otherwise directed by the Franklin County Department of Human Services.

6. **SAFEGUARDING OF CLIENT:** The CWEP Sponsor agrees that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related to the administration of the Franklin County Department of Human Services' or CWEP Sponsor's responsibilities with respect to delivered services is prohibited, except upon the written consent of the eligible individual or his responsible parent or guardian.
7. **CIVIL RIGHTS:** The Franklin County Department of Human Service and the CWEP Sponsor agrees that as a condition of this agreement, there shall be no discrimination against any eligible individual or any employee because of race, color, sex, religion, national origin, handicapped, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Provider will comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons under this agreement.
8. **POLITICAL ACTIVITY:** The CWEP Sponsor agrees that participants are not to perform political, partisan, or electoral activities.
9. **RELIGIOUS ACTIVITY:** The CWEP Sponsor agrees not to violate a CWEP participant's religious freedom or compel the participant to do work that would promote a religious doctrine or belief.
10. **WORKING CONDITIONS:** The CWEP Sponsor agrees to meet all applicable federal, state, and local health and safety standards, and provide reasonable work conditions. Provide the participant with applicable work rules (written and oral) and health and safety standards.
11. **POSITION AND DUTIES:** The CWEP Sponsor agrees to provide opportunities for participants to further develop existing skills or learn new skills to enhance their chances for securing unsubsidized employment and to assign participants duties that are consistent with their position description. The Franklin County Department of Human Services will not assign a participant to a position until duties of the position have been received and accepted in accordance with regulations published in the FCEOP CWEP Handbook of Policies and Procedures Addendum I.
12. **HOURS OF WORK:** The CWEP Sponsor agrees to ensure that participants do not work more than the required number of hours as established by the FCDHS not to exceed forty (40) hours per week, and to allow participants to observe those holidays which are observed by the sponsor. The observed holidays are considered an excused absence when they fall on days that would normally be scheduled workdays, and participants shall not be required to make up the time.

Limitations regarding hours of participation are exclusive of:

- (a) Travel time to and from the worksite.
- (b) Travel time to and from a child care provider.
- (c) Meal time for which regular employees of the CWEP Sponsor are not compensated.

The Franklin County Department of Human Services shall not require CWEP participants to report to the worksite if a strike or other labor disputes develop after the start of the work assignment.

13. SCHEDULING AND ASSIGNING WORK HOURS: The Franklin County Department of Human Services shall assign participants to consecutive work days at a single worksite to fulfill the participant's requirements of participation, but may reassign the participant to another worksite if:
- (a) There is no longer sufficient work at the worksite or the cooperative agreement with the sponsor is terminated.
  - (b) Reassignment provides greater opportunities to develop or learn skills.
  - (c) Reassignment is necessary to resolve a complaint or grievance.
  - (d) Reassignment is necessary because the participant's work-related expenses exceed twenty-five dollars per month.
14. TOOLS, EQUIPMENT, SUPPLIES, TRANSPORTATION: The CWEP Sponsor agrees to provide any tools, equipment, transportation, and supplies required on the worksite for the participant to complete assigned duties.
15. SUPERVISION AND ON-THE-JOB TRAINING: The CWEP Sponsor agrees to:
- (a) Provide training or orientation and supervision vital to the participant's efficient performance of the work assignment.
  - (b) Ensure that participants are always under qualified supervision.
  - (c) Provide on-the-job training if necessary to improve the skills of participants for the type of CWEP assignments provided. Emphasizing skill development, understanding job duties and responsibilities, completing assignments, punctuality, and maintaining acceptable work habits.
  - (d) Ensure that participants are knowledgeable of the work standards they are expected to meet.
16. DISPLACEMENT OF OTHER PERSONS: The CWEP Sponsor agrees that participants in the Job Opportunities and Basic Skills Training (JOBS) program shall not be assigned to work program activities which result in the displacement of other persons. Displacement occurs when a

participant's assignment results in removing or discharging employees or individuals or otherwise denying such assignment to persons who:

- (a) Are already employed as regular full-time or part-time employees.
- (b) Are or have been employed full-time or part-time as participants in SEP or in other publicly subsidized employment and training programs.
- (c) Are or have been involved in a dispute between a labor organization and the sponsor.
- (d) Have been laid off and are either receiving unemployment compensation or subject to recall under the established policies of the sponsor.

CWEP participants shall not be used to fill existing vacant positions or to perform work which reduces the number of hours worked by regular or part-time employees, or reducing the number of positions that would otherwise be filled by regular employees.

17. COMPLAINTS: The Franklin County Department of Human Services shall investigate all complaints that a violation may have occurred. If it is determined that a violation(s) exists:

- (a) No CWEP participant shall be assigned to the sponsor until the violation(s) is corrected and
- (b) If the violation(s) cannot be corrected to the satisfaction of the FCDHS, this agreement is null and void.

Further, The Franklin County Department of Human Services will administer a complaint procedure available for regular employees of the sponsor who feel displacement has occurred because of a CWEP participant assignment in accordance with rules published in the FCEOP CWEP Handbook of Policies and Procedures, Addendum 1. Decisions made by the Franklin County Department of Human Services under this procedure may be appealed to the U.S. Department of Labor (DOL)

18. COLLECTIVE BARGAINING AGREEMENTS: The CWEP Sponsor agrees that if as a party to a collective bargaining agreement which is in effect at the worksite, the CWEP Sponsor will notify the union that CWEP participants are being assigned to the worksite and provide the FCDHS with documentation that such notification has been given. The Franklin County Department of Human Services will inform the participant of the existence of a collective bargaining agreement when one exists at the worksite.

The CWEP Sponsor further agrees that the CWEP assignments and positions will not have been developed in response to, or are in any way associated with; the existence of a strike, lockout, or bona fide labor dispute; also, they do not violate any existing labor agreement, or interfere or conflict with the collective bargaining agreement.

19. EMPLOYEE STATUS: A CWEP participant shall not be considered an employee of either the CWEP Sponsor, the Franklin County Department of Human Services or the Ohio Department of Human Services. Therefore, the participant is not entitled to all the benefits and privileges of an employee. CWEP participants are not covered by unemployment compensation.
20. PUBLIC WORK RELIEF COMPENSATION: The Franklin County Department of Human Services will pay the premiums which are assessed for coverage of CWEP participants for work related injuries or disabilities under public work relief compensation administered by the Bureau of Worker's Compensation [Benefits under public works relief compensation differ from those under regular worker's compensation. Detailed provisions of coverage are found in Chapter 4127. of the Ohio Revised Code.]
21. EMPLOYMENT: The CWEP Sponsor agrees to consider for hire qualified CWEP participants when the individual has displayed good work habits and has met the Sponsor's expectations throughout the CWEP assignment period.
22. INDEMNITY: The CWEP Sponsor agrees that it will at all times during the existence of this agreement indemnify and save harmless the Franklin County Department of Human Services, the Ohio Department of Human Services, and the Board of County Commissioners in which the Franklin County Department of Human Services is situated against any and all liability, loss, damage, and/or related expenses incurred through the provision of services under this agreement.
23. MONITORING AND EVALUATION: The Franklin County Department of Human Services and the CWEP Sponsor will, in accordance with rules published in the FCEOP CWEP Handbook, of Policies and Procedures, Addendum I, monitor at least quarterly and more often when needed, the manner in which the terms of the agreement are being carried out and evaluate the extent to which the objectives are being achieved.
24. TERMINATION: This agreement may be terminated at any time upon thirty days written notice by either party.
25. AMENDMENT OF AGREEMENT: This agreement may be amended at any time by a written amendment signed by all parties in the manner required by state regulations.
26. PUBLICITY: In any publicity release or other public references including media releases, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the services are funded by the Ohio Department of Human Service's Job Opportunities and Basic Skills (JOBS) Program administered by the Franklin County Department of Human Service through its Employment Opportunities Program.

IN WITNESS WHEREOF, The duly authorized representative of the parties have herein set their hands in agreement with this agreement:

FRANKLIN COUNTY DEPARTMENT OF HUMAN SERVICES

BY: \_\_\_\_\_, Director, Franklin County  
John Hahn Department of Human Services

October 17, 1989

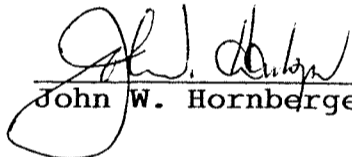
\_\_\_\_\_  
Jack Foulk, Commissioner

\_\_\_\_\_  
Dorothy S. Teater, Commissioner

\_\_\_\_\_  
Hugh DeMoss, Commissioner

October 17, 1989

  
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David H. Madison, Mayor

  
\_\_\_\_\_  
John W. Hornberger, Auditor

July 24, 1990



EXHIBIT I:

SCOPE OF SERVICE

THE CWEP SPONSOR SHALL:

1. Assume full responsibility for providing the participant with:
  - (a) Applicable work rules (written and oral),
  - (b) Applicable health and safety standards, and
  - (c) The training or orientation and supervision vital to efficient performance of the work assignment.
2. Provide any tools, equipment, transportation, and supplies required on the worksite.
3. Ensure that the participant's duties are at all times consistent with the position description for the job the participant is assigned.
4. Keep accurate records of time and attendance of all participants, and submit such records to the FCEOP on or before the third working day from the last assigned day of required work.
5. Complete monthly and quarterly performance evaluations for all participants who report to your worksite.
6. Ensure that CWEP participants are always under qualified supervision. Placing emphasis on: skill building, understanding job duties and responsibilities, completing assignments, punctuality, and maintaining acceptable work habits.
7. Ensure that CWEP participants do not work more than the required number of hours as established by the FCEOP.
8. Ensure that participants are knowledgeable of the work standards they are expected to meet.
9. Report all on-the-job injuries or accidents to CWEP participants immediately to the FCEOP.

FCEOP SHALL:

1. Assign and schedule participants who meet the agreed upon needs of the CWEP Sponsor, if adequate, qualified participants are available.
2. Provide assigned participants with information relative to the CWEP Sponsor's job description, work assignments, expected job duties, and CWEP rules and regulations.
3. Provide the CWEP Sponsor with a copy of the participant's timesheet/work schedule showing the days assigned and required work hours per month.
4. Investigate all complaints from the Sponsor or the participant, and ensure appropriate resolution of the complaint.
5. Work with the CWEP Sponsor and the participants, as necessary, to ensure an efficient work performance.
6. Approve the authorization of a participant expense allowance to be received by the participant prior to starting a CWEP assignment.
7. Provide child care, transportation, and other supportive services essential to the individual's participation in CWEP.
8. Monitor each worksite at least quarterly, and more often when needed.
9. Provide liason personnel to advise and/or assist in overcoming problems which may arise as needed.