KD/vv
12/10//15
Item #10

AN ORDINANCE 2015-12-10-1046

AUTHORIZING THE ACCEPTANCE UPON AWARD OF $1,879,398.00 IN COMMUNITY SERVICES BLOCK GRANT FUNDS FROM THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS FOR THE PERIOD JANUARY 1, 2016 THROUGH DECEMBER 31, 2016; APPROVING A BUDGET AND PERSONNEL COMPLEMENT; AND AUTHORIZING MEMORANDA OF AGREEMENT WITH INSTITUTIONS OF HIGHER EDUCATION TO FACILITATE INTERNSHIP OPPORTUNITIES FOR LOCAL STUDENTS.

* * * * *

WHEREAS, the City of San Antonio Department of Human Services, the designated Community Action Agency for San Antonio and Bexar County, has operated the Community Action Program since 1979; and

WHEREAS, Community Service Block Grant (CSBG) funding is provided to Community Action Agencies by the United States Department of Health and Human Services, with oversight by the Texas Department of Housing and Community Affairs; and

WHEREAS, the primary purpose of the CSBG program is to transition individuals and families out of poverty and to provide safety net assistance and support, including utility, rental and tuition assistance; and long-term case management focusing on education, employment, emergency support and financial education to San Antonio and Bexar County residents at or below 125% of the Federal Poverty Level; **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 Department of Human Services (DHS) or her designee, is authorized to accept upon award $1,879,398.00 in Community Services Block Grant funds from the Texas Department of Housing and Community Affairs (TDHCA) for the period January 1, 2016 through December 31, 2016. The City Manager or her designee, or the Director of DHS or her designee, is further authorized to execute any and all necessary documents to effectuate acceptance of grant funds. A copy of the application is on file with DHS.

SECTION 2. The City Manager or her designee, or the Director of DHS or her designee, is further authorized to (1) accept additional grant funds if awarded, (2) enter into Memoranda of Agreement (MOAs), in substantially the same form as shown in **Attachment I,** with institutions of higher education to facilitate internship opportunities for local students, and (3) negotiate and execute amendments to the MOAs based on program quality improvements.

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SECTION 3. Should funding be awarded, Fund 26060000 entitled "TDHCA" is hereby designated for use in the accounting for the fiscal transaction in the acceptance of this grant and the sum of up to $1,879,398.00 will be appropriated in said fund. The proposed budget, attached hereto and incorporated herein for all purposes as **Attachment II,** is approved and adopted for entry in the City books.

SECTION 4. The personnel complement of twenty-four (24) positions, which is attached hereto and incorporated herein for all purposes as **Attachment III**, is hereby approved.

SECTION 5. 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 6. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 10th day of December, 2015.

M A Y O R
for Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**10 (in consent vote: 4, 5, 7, 8A, 8B, 10, 11, 12, 13, 14, 15)**
Date:	12/10/2015
Time:	09:22:51 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing acceptance upon award of $1,879,398.00 in Community Services Block Grant funds from the Texas Department of Housing and Community Affairs for the period January 1, 2016 through December 31, 2016; approving a budget and personnel complement; and authorizing Memorandums of Agreement with institutions of higher education to facilitate internship opportunities for local students. [Maria Villagomez, Assistant City Manager; Melody Woosley, Director, Human Services]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor	x					
Roberto C. Treviño	District 1		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					
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				x
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

MEMORANDUM OF AGREEMENT
BETWEEN THE CITY OF SAN ANTONIO AND
[INSERT THE NAME OF THE OTHER PARTY]

This Memorandum of Agreement ("Agreement") is entered into by and between the City of San Antonio ("City") a Texas Municipal Corporation, acting by and through its Director ("Director") of the Department of Human Services ("DHS"), and **[insert Name of the other Party]** (hereinafter referred to as "University"), both of which may be referred to herein collectively as "the Parties".

WHEREAS, the purpose of University's **[insert if appropriate: "undergraduate" or "graduate"]** educational programs in **[insert degree program]** is to educate students ("Students") in areas of **[describe the value of the internship to the degree program as it relates to the DHS initiative (e.g. assisting low-income populations, the development and welfare of children and families, etc.)]**

WHEREAS, City has agreed to allow University's Students to gain internship experience within **[insert the proper internship placement (eg. City facilities, City Community Centers, City's Head Start Program Centers, etc.)]** ("Placement") for the benefit of both the Students and the City; and

WHEREAS, City is not required to accept any specified number of Students; rather, the number of Students assigned to any Placement will be determined jointly by City and University, based on need and availability; and

NOW THEREFORE, the Parties agree as follows:

I. TERM

1.1 This Agreement will commence upon execution and last for a period of one year, and automatically renew on a yearly basis thereafter until **[insert the termination date of the grant if applicable; otherwise, "project completion"]**,unless the parties earlier amend or terminate the Agreement in accordance with the provisions herein.

II. SCOPE OF SERVICES
[The Scope of Services may be modified depending on the different University programs]

2.1 University agrees to only provide services related to the assignment of Students in University's educational program(s) in **[insert degree program(s)]** at any City Placement, as approved by the City, and at the times approved by the City.

2.2 University further agrees to:

A. Assign for a City Placement only those Students who have successfully completed the pre-requirements for any field education component, and who are agreed upon by the City.

B. Ensure that all Students are under the direct supervision of a specified University faculty member or field instructor ("Faculty"), agreed upon by University and City, at

all times while in a Placement; appoint Faculty to serve as liaison(s) between University and City; and advise City on appropriate tasks for Student(s).

C. Ensure that Students and Faculty abide by all rules and regulations of the Placement to which they are assigned, and remove a Student or Faculty when City determines that s/he has violated the rules, regulations or policies of the City or the Placement, has disclosed confidential information, or has engaged in conduct that disrupts the City's activities or threatens the safety of City's staff or **[insert appropriate program information (eg. Head Start children or families, program clients, etc.)]**.

D. Negotiate and come to an agreement with City, on a semester-to-semester basis, regarding Student assignments, including how and which Students will be assigned, the number of Placements available, the Placement to which assigned, the period of assignments, and the parameters of a Student assignment.

E. Maintain channels of communication for the exchange of information with City personnel by on-site visits and when practical by telephone or email.

F. Require and ensure that all Students or Faculty involved in an internship or assignment maintain personal major medical insurance and personal liability insurance. University must supply documentation of said insurance to City upon request.

G. Ensure that each Student shall have required immunizations and other required medical testing as designated by the City prior to the initiation of Student's assignment at any Placement, and provide proof of such to City upon request.

H. Provide the City with written materials stating the policies, objectives and content of field instruction and, as needed, with copies of course outlines, objectives, curriculum philosophy, and methods of evaluation for Student(s).

I. Share appropriate information regarding the background, experience and educational needs of the Student with the City prior to a Student's assignment in a Placement.

J. Continue to provide opportunities for the professional development of Students and Faculty through seminars, workshops, regional meetings and use of library facilities. City will not be responsible for such professional development.

K. Prohibit publication by Student(s) and/or Faculty of any material relative to the field experience that has not been approved, in writing, by the City.

L. Seek and use the evaluations and recommendations of City in matters related to field instruction.

M. Require Students and Faculty to complete all trainings or orientations required by City prior to any assignment in a Placement. Upon request, University shall provide all documentation related to this required instruction.

[if applicable: N. Require Students and Faculty to obtain CPR certification prior to starting their assignment or activity and to maintain valid certification through the course of their assignment or activity. Upon request, University shall provide documentation of the certifications. **Otherwise, modify the following bullet letters]**

O. Ensure Students and Faculty complete the City's hiring, student, or volunteer requirements, which shall include any documentation or paperwork the City deems necessary, including a criminal history report.

P. Require that Students and Faculty be responsible for their own transportation, meals, and personal needs or expenses incurred in the performance of this Agreement. There will be no exchange of monies between University and City, or between City and Student or Faculty.

Q. Be responsible for replacement of equipment that is broken or damaged due to the actions of Student or Faculty.

R. Ensure through written agreement that Students and Faculty agree to accept legal and ethical responsibility to safeguard the privacy of all patients/clients and to protect the confidentiality and security of all information, including health information, obtained under the contract and provide copies of said agreements to City upon request.

S. Provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the Director and in accordance with this Agreement. The determination made by Director shall be final, binding, and conclusive on all Parties hereto. City shall have the right to terminate this Agreement, in accordance with Article V, in whole or in part, should University's work not be satisfactory to Director; however, City shall have no obligation to terminate.

T. Ensure Students and Faculty act in a professional manner at all times.

U. Perform other related responsibilities as negotiated between the parties.

2.3 City agrees to:

A. Identify a City staff liaison to communicate with University regarding student assignments and conduct.

B. Work with University to negotiate the needs of each Placement and the availability for Student assignment.

C. Provide an orientation prior to any Student or Faculty assignment start date.

D. Provide to University, Students and Faculty the City and Placement's rules and policies.

E. Afford each Student assigned to a Placement the opportunity for an educational experience, unless this participation by Student would not be in the best interest of the City or City's **[insert appropriate program information (eg. Head Start children or families, program clients, etc.)]**.

F. Ensure a staff member supervises Students and Faculty while assigned to a Placement, and signs off, if necessary, to validate a Student's attendance. The staff member will not be responsible for the training or the actions of the Student.

G. Perform other related duties as negotiated between the parties.

III. CONFIDENTIALITY

3.1 Both parties hereto mutually agree to keep records, data, or other information generated as a result of this Agreement confidential.

3.2 Students assigned by University to any Placement shall acknowledge that during the term of this Agreement, they may have access to confidential information, and in accordance therewith, shall conform to all local, state and federal rules and regulations pertaining to confidentiality including but not limited to, the Health Insurance Portability and Accountability Act, and implementing regulations issued pursuant thereto. University shall ensure that its Students and Faculty acknowledge, agree, and conform with said requirements, maintain the confidentiality of records of the City and of any **[insert appropriate program information (eg. Head Start children or families, program clients, etc.)]** served as a result of this Agreement, and require Students and Faculty to execute a Confidentiality Agreement, a copy of which is attached hereto and incorporated herein for all purposes as **Attachment I**.

3.3 University agrees to keep strictly confidential and hold in trust all confidential information of City and the **[insert appropriate program information (eg. Head Start children and families, program clients, etc.)]** and not disclose or reveal any confidential information to any third party without the express prior written consent of the City. 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. University agrees to assume full responsibility for any breach of confidentiality by a Student or Faculty with regard to health information and/or records.

IV. RECORDS AND RETENTION

4.1 Access to records related to, or generated as a result of, this Agreement shall be limited to City, University and the duly authorized representative of each.

4.2 The Parties agree that any records related to this Agreement shall be kept and made available for a minimum period of four (4) years, or for the period deemed necessary based on current Records Retention guidelines.

V. TERMINATION

5.1 For purposes of this Agreement, "termination" of this Agreement shall mean termination by expiration of the Agreement term as stated in Article II, or earlier termination pursuant to any of the provisions hereof, upon which University shall cease all operations of Students in all Placements.

5.2 The parties agree that either party may terminate this Agreement upon giving thirty (30) days written notice, provided in accordance with Article VI, to the other party.

VI. COMMUNICATION

6.1 For purposes of this Agreement, all official communications and notices among the parties shall be deemed sufficient if in writing and emailed or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

CITY	VOLUNTEER
Department of Human Services Attn: Director 106 S. St. Mary's, 7th Floor San Antonio, Texas 78205	**[insert University's contact information]**

Notice of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

VII. INSURANCE & INDEMNIFICATION

[Section VII must be approved prior to execution by, and may be revised only upon the recommendation of, the City's Risk Manager]

[For Public Institutions:

7.1 University and the City acknowledge they are political subdivisions of the State of Texas and are subject to the comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Civil Practices and Remedies Code, Section 101.001 *et. Seq.* and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.

7.2 Students or Faculty assigned by University to any Placement as a result of this Agreement shall execute a Release and Indemnification Form, attached hereto and incorporated herein for all purposes as **Attachment II**.

7.3 The University and the City shall maintain a commercial insurance or a self-insurance fund for liability claims and causes of action to meet their statutory obligations for their employees' acts, negligence and/or malpractice. The University shall maintain a commercial insurance or self-insurance fund for liability claims and causes of action to meet its statutory obligations for its students' acts, negligence and/or malpractice. **]**

[For Private Institutions:

7.1 Insurance

A) Prior to the commencement of any work under this Agreement, University shall furnish copies of all required endorsements and completed Certificate(s) of Insurance to the City's Department of Human Services, which shall be clearly labeled "***[insert program name]***" in the Description of Operations block of the Certificate. The Certificate(s) shall be completed by an agent and signed by a person authorized by that insurer to bind coverage on its behalf. The City will not accept a Memorandum of Insurance or Binder as proof of insurance. The certificate(s) must be signed by the Authorized Representative of the carrier, and list the agent's signature and phone number. The certificate shall be mailed, with copies of all applicable endorsements, directly from the insurer's authorized representative to the City. The City shall have no duty to pay or perform under this Agreement until such certificate and endorsements have been received and approved by the City's Department of Human Services. No officer or employee, other than the City's Risk Manager, shall have authority to waive this requirement.

B) The City reserves the right to review the insurance requirements of this Article during the effective period of this Agreement and any extension or renewal hereof and to modify insurance coverages and their limits when deemed necessary and prudent by City's Risk Manager based upon changes in statutory law, court decisions, or circumstances surrounding this Agreement. In no instance will City allow modification whereby City may incur increased risk.

C) University's financial integrity is of interest to the City; therefore, subject to University's right to maintain reasonable deductibles in such amounts as are approved by the City, University shall obtain and maintain in full force and effect for the duration of this Agreement, and any extension hereof, at University's sole expense, insurance coverage written on an occurrence basis, unless otherwise indicated, by companies authorized to do business in the State of Texas and with an A.M Best's rating of no less than A- (VII), in the following types and for an amount not less than the amount listed below:

TYPE	AMOUNTS
1. Workers' Compensation 2. Employers' Liability	Statutory $1,000,000/$1,000,000/$1,000,000
3. Commercial General Liability Insurance to include coverage for the following: a. Premises/Operations b. Products/Completed Operations c. Personal/Advertising Injury	For Bodily Injury and Property Damage of $1,000,000 per occurrence; $2,000,000 General Aggregate, or its equivalent in Umbrella or Excess Liability Coverage

D) University agrees to require, by written contract, that all subcontractors providing goods or services hereunder obtain the same categories of insurance coverage required of University herein, and provide a certificate of insurance and endorsement that names the

University and the CITY as additional insureds. Policy limits of the coverages carried by subcontractors will be determined as a business decision of University. University shall provide the CITY with said certificate and endorsement prior to the commencement of any work by the subcontractor. This provision may be modified by City's Risk Manager, without subsequent City Council approval, when deemed necessary and prudent, based upon changes in statutory law, court decisions, or circumstances surrounding this agreement. Such modification may be enacted by letter signed by City's Risk Manager, which shall become a part of the contract for all purposes.

E) As they apply to the limits required by the City, the City shall be entitled, upon request and without expense, to receive copies of the policies, declaration page, and all required endorsements. University shall be required to comply with any such requests and shall submit requested documents to City at the address provided below within 10 days. University shall pay any costs incurred resulting from provision of said documents.

City of San Antonio
Attn: Department of Human Services
P.O. Box 839966
San Antonio, Texas 78283-3966

F) University agrees that with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following provisions:

- Name the City, its officers, officials, employees, volunteers, and elected representatives as additional insureds by endorsement, as respects operations and activities of, or on behalf of, the named insured performed under contract with the City, with the exception of the workers' compensation and professional liability policies;

- Provide for an endorsement that the "other insurance" clause shall not apply to the City of San Antonio where the City is an additional insured shown on the policy;

- Workers' compensation, employers' liability, general liability and automobile liability policies will provide a waiver of subrogation in favor of the City.

- Provide advance written notice directly to City of any suspension or non-renewal in coverage, and not less than ten (10) calendar days advance notice for nonpayment of premium.

G) Within five (5) calendar days of a suspension, cancellation or non-renewal of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend University's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this Agreement.

H) In addition to any other remedies the City may have upon University's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order University to stop work hereunder, and/or withhold any payment(s) which become due to University hereunder until University demonstrates compliance with the requirements hereof.

I) Nothing herein contained shall be construed as limiting in any way the extent to which University may be held responsible for payments of damages to persons or property resulting from University's or its subcontractors' performance of the work covered under this Agreement.

J) It is agreed that University's insurance shall be deemed primary and non-contributory with respect to any insurance or self insurance carried by the City of San Antonio for liability arising out of operations under this Agreement.

K) It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this Agreement and that no claim or action by or on behalf of the City shall be limited to insurance coverage provided..

L) University and any Subcontractors are responsible for all damage to their own equipment and/or property.

7.2 INDEMNIFICATION

UNIVERSITY 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 UNIVERSITY'S activities under this Agreement, including any acts or omissions of UNIVERSITY, any agent, officer, director, representative, employee, school or subcontractor of UNIVERSITY, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this Agreement. 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 UNIVERSITY 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. UNIVERSITY shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or UNIVERSITY known to UNIVERSITY-related to or arising out of UNIVERSITY' activities

under this AGREEMENT and shall see to the investigation and defense of such claim or demand at UNIVERSITY's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving UNIVERSITY of any of its obligations under this paragraph.

Without exception, Students or Faculty assigned by University to an internship Placement as a result of this Agreement shall execute a **Release and Indemnification Form**, attached hereto and incorporated herein for all purposes as **Attachment II.**]

VIII. ASSIGNMENT AND SUBCONTRACTING

8.1 University shall only assign qualified University Students and Faculty as may be necessary to complete an assignment. University may not delegate the performance of its responsibilities under this Agreement.

IX. INDEPENDENT CONTRACTOR

9.1 The parties agree that neither is an officer, agent, servant or employee of the other, that nothing herein shall be construed as creating the relationship of employer-employee, principal-agent, partners or joint venturers between City and University, and that neither party has the authority to bind the other.

9.2 Further, University agrees that University shall be responsible for the acts and omissions of its Students, Faculty, officers, agents, employees, contractors, subcontractors and consultants, and City shall not be liable for any claims which may be asserted by any third party occurring in connection with any action or service performed by University or Student under this Agreement.

X. NONDISCRIMINATION POLICY

10.1 As a party to this Agreement, University understands and agrees to comply with the *Non-Discrimination Policy* of the City contained in Chapter 2, Article X of the City Code and further, neither it nor its Students shall discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Additionally, University agrees to abide by all applicable provisions of San Antonio City Code Section 2-8, as amended.

XI. AMENDMENTS

11.1 Except where the terms of this Agreement expressly provide otherwise, any alterations, additions, or deletions to the terms hereof, shall be effected only by written amendment, executed by authorized representatives of both City and University.

XII. COMPLIANCE

12.1 University shall provide and perform all services required under this Agreement in compliance with all applicable federal, state and local laws, rules and regulations **[insert any applicable law (eg. For Head Start ", including the Head Start Act and Regulations")]**.

12.2 University agrees to provide services in compliance with all applicable City policies and procedures, as may be required by the City.

12.3 University further agrees to comply with all appropriate Federal, State and local licensing or certification requirements, if applicable, and certifies that University's employees, Students, and any other person designated or assigned to perform an internship or oversee a Student, has the requisite training, license and/or certification to provide the services specified, herein.

XIII. LEGAL AUTHORITY

13.1 University represents and certifies that the person signing on behalf of University is fully authorized by University to execute this Agreement on behalf of University and has authority to bind University to all of the terms, conditions, provisions and obligations herein contained.

XIV. TEXAS LAW TO APPLY

14.1 This Agreement shall be construed under and in accordance with the laws of State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas.

XV. ENTIRE AGREEMENT

15.1 This Agreement, together with its authorizing ordinance and its exhibits, if any, constitute the final and entire agreement between the parties hereto and contain all of the terms and conditions agreed upon. No other agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind the parties hereto, unless same is in writing, dated subsequent to the date hereto, and duly executed by the parties, in accordance with Article XI.

EXECUTED this _____ day of _____, _____, the **EFFECTIVE DATE**.

CITY OF SAN ANTONIO:

_____
Melody Woosley, Director
Department of Human Services

_____
Date

APPROVED AS TO FORM:

_____
Assistant City Attorney

CONTRACTOR:
[enter Party's name]

_____
[enter Signator's name, title]

_____
Date

Attachment I

City of San Antonio
Department of Human Service

CONFIDENTIALITY AGREEMENT

WHEREAS, the City of San Antonio ("CITY") consents and agrees to permit the undersigned (hereinafter referred to as "ASSIGNED"), to participate in an internship assignment ("ASSIGNMENT") with a program of the Department of Human Services ("DHS") subject to the adherence of the ASSIGNED to any provisions set out in the rules and regulations of the City and/or DHS.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement the ASSIGNED agrees to:

1. Use authorized access to confidential and proprietary information only in the performance of the responsibilities of the ASSIGNMENT with the City and DHS.
2. Comply with all controls established by the City and DHS regarding the use of confidential and proprietary information maintained by the City and DHS.
3. Avoid disclosure of confidential information to unauthorized persons without the appropriate consent of DHS or except as permitted under applicable City or DHS policy and/or Federal or State law. The ASSIGNED understands and agrees that his/her obligation to avoid such disclosure will continue even after termination of the ASSIGNMENT.
4. Exercise care to protect confidential and proprietary information against accidental or unauthorized access, modifications, disclosures, or destruction.
5. Exercise care to keep conversations private and not overheard by others who are not authorized to have access to such information when discussing confidential information with others in the course of the ASSIGNMENT.
6. Not make use of any of such confidential and proprietary information for his/her own purposes or for the benefit of anyone other than the City or DHS.
7. Deliver promptly to DHS, upon completion of the ASSIGNMENT, any documents (and all copies thereof) constituting or relating to such confidential and proprietary information, which the ASSIGNED may have in their possession.
8. Comply with all applicable DHS confidentiality policies and procedures, as well as federal and state confidentiality statutes including, but not limited to the Health Insurance Portability Accountability Act (HIPAA) in order to maintain and safeguard DHS and program participants' privacy of protected health information.

The ASSIGNED understands that any violation of this Agreement or DHS policies related to the appropriate release or disclosure of information may result in one or more sanctions including immediate termination of the ASSIGNED's access to confidential information, dismissal from the ASSIGNMENT, criminal penalties, or civil liability.

In making this Agreement, the ASSIGNED relies wholly upon his/her own judgment, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements not contained in this Agreement.

_____ _____
Signature/the ASSIGNED Date

_____ _____
Printed Name University

Attachment II

City of San Antonio
Department of Human Services

AGREEMENT INCLUDING RELEASE

WHEREAS, the City of San Antonio ("CITY") consents and agrees to permit the undersigned (hereinafter referred to as the "ASSIGNED"), to participate in an internship assignment ("ASSIGNMENT") with the City's Department of Human Services ("DHS"), subject to the adherence of the ASSIGNED to any provisions set out in the rules and regulations of the City and/or DHS.

NOW, THEREFORE, for and in consideration of the premises and the mutual promises, covenants, and agreements set forth in this Agreement, the CITY and the ASSIGNED agree that the CITY, its agents or employees, shall not be liable or responsible for, and shall be SAVED, HELD HARMLESS, and RELEASED by the ASSIGNED from and against any and all suits, actions, losses, damages, claims, or liability of any character, type, or description, including but not limited to all expenses of litigation, court costs, and attorney fees for injury or death to any person, or injury to any property received or sustained by any person or persons or property arising out of, or occasioned by, directly or indirectly, the participation of the ASSIGNED in the ASSIGNMENT, including claims and damages arising in whole or in part from the negligence of the CITY, its agents or employees.

It is understood and agreed that the ASSIGNED will participate solely as an individual on a voluntary basis and not as an employee, contractor or agent of the CITY or its agents or employees. Individuals who are employed by CITY acknowledge that their participation in the ASSIGNMENT is outside the scope of their employment and is performed on a voluntary basis only.

The ASSIGNED is responsible for his/her own transportation. The ASSIGNED hereby releases and authorizes the use of photographs taken of the ASSIGNED by the CITY for the purpose of developing public information materials, but retains the authority to advise the media of whether or not they will agree to pictures or publication of their participation.

The ASSIGNED hereby assumes full and complete responsibility for any injury, illness or accident which may occur during their participation in this ASSIGNMENT or while on the premises of the CITY and hereby agree to RELEASE, HOLD HARMLESS and COVENANT NOT TO FILE SUIT against the CITY for any loss, liability or claim they may have arising out of participation in this ASSIGNMENT, including for personal injury or damage suffered.

In making this Agreement, the ASSIGNED relies wholly upon his/her own judgment, belief and knowledge and has not been influenced to any extent whatsoever by any representations or statements not contained in this Agreement

□ I am OVER 17 years old □ I am UNDER 17 years old*

_____

ASSIGNED'S NAME PRINTED **ASSIGNED'S SIGNATURE**

_____

FULL ADDRESS, including zip code

_____

TELEPHONE NUMBER **EMERGENCY CONTACT NUMBER**

_____

*(IF A MINOR:) PARENT'S NAME PRINTED PARENT'S SIGNATURE

Attachment A – 2016 CSBG Budget

2016 Community Service Block Grant

January 1, 2016 - December 31, 2016

			Budget
REVENUES:			
4501100	Grants Federal Operating	$	1,879,398
	TOTAL REVENUES	**$**	**1,879,398**
APPROPRIATIONS			
13800000xxxx	**2016CSBG Administration**		
5101010	Reg Salaries & Wages	$	60,535
5103005	FICA		4,631
5103010	Life Insurance		61
5103035	Personal Leave Buy Back Pay		763
5103056	Transportation Allowance		594
5105010	Retirement Expense		6,514
5170040	Civln Actv Healthcr		7,440
5201025	Education		3,000
5203040	Advertisng		2,000
5203050	Membership Dues		4,350
5203060	Binding Printing & Repro.		2,739
5205010	Mail & Parcel Post		1,000
5205020	Rental of Equipment		7,600
5302010	Office Supplies		2,000
5304010	Food		4,000
5403040	Wireless Data Comm.		800
5403040	Cellular Phones		500
5405020	Workers Comp Assess		19,968
5405030	General Liab Assess		9,624
	Total 13800000xxxx	**$**	**138,119**
13800000xxxx	**2016CSBG Training For Job Success**		
5101010	Reg Salaries & Wages	$	475,829
5101050	Language Skill Pay		5,400
5103005	FICA		36,401
5103010	Life Insurance		476
5103035	Personal Leave Buy Back Pay		5,993
5103056	Transportation Allowance		2,160
5105010	Retirement Expense		51,199
5170040	Civln Actv Healthcr		81,840
5201025	Education		3,000
5201040	Fees to Professional		7,500
5203090	Transportation Fees		3,100
5204060	Cleaning Services		7,000
5206010	Rental of Facilities		11,025
5207010	Travel		3,000
5208530	Alarm and Security		14,000
5302010	Mtce & Repairs - Bldg & Impr		5,500
5302010	Office Supplies		3,000
5403545	Motor Fuel & Lubricants		400
5404520	Software Licenses		51,940
5404530	Gas and Electricity		3,457
5404540	Water and Sewer		1,000
5407032	Direct Assistance		200,000
5501055	Equipment		2,000
5501065	Furniture and Fixtures		1,000
	Total 13800000xxxx	**$**	**976,220**
13800000xxxx	**2016CSBG Emergency Assistance**		
5101010	Reg Salaries & Wages	$	476,016
5101050	Language Skill Pay		-
5101070	Retiree Payout Sal		-
5103005	FICA		36,415
5103010	Life Insurance		476
5103035	Personal Leave Buy Back Pay		5,996
5103056	Transportation Allowance		-
5105010	Retirement Expense		51,219
5170040	Civln Actv Healthcr		89,280
5407032	Direct Assistance		90,657
	Total 13800000xxxx	**$**	**750,059**
13800000xxxx	**2016CSBG VITA**		
5302010	Office Supplies		15,000
	Total 13800000xxxx	**$**	**15,000**
TOTAL APPROPRIATIONS		**$**	**1,879,398**

Attachment B – 2016 CSBG Personnel Complement

2016 Community Services Block Grant
January 1, 2016 - December 31, 2016

Personnel Complement

POSITIONS	JOB CLASS	CURRENT POSITIONS	ADD/DELETE	BUDGET 2016 POSITIONS
CSBG-Administration				
Assistant City Attorney	0066	1		1
Fiscal Manager	2216	1	-1	0
CSBG - Training For Job Success				
Family Support Coordinator	2290	0	1	1
Community Svcs Supervisor	2054	1		1
Admin Assistant I	0040	2		2
Community Svcs Specialist	2062	7		7
Senior Management Analyst	0999	1	-1	0
CSBG - Emergency Assistance				
Family Support Supervisor	2289	2	1	3
Senior Admin Asst	0042	1		1
Admin Associate	2063	4		4
Community Svcs Specialist	2062	2	2	4
Total Positions		**22**	**2**	**24**