

**AGREEMENT UNDER THE WORKFORCE INNOVATION AND OPPORTUNITY ACT**

THIS SUBAWARD AGREEMENT, made and entered into this 1st day of July, 2022, by and between the City of Santa Ana, a charter city and municipal corporation duly organized and existing under the Constitution and laws of the State of California ("CITY") and Orange County Conservation Corps, a non-profit corporation identified by the assigned Data Universal Numbering System (DUNS) Number 835566431 ("SUBRECIPIENT").

**RECITALS:**

A. CITY has been designated a Local Workforce Development Area (LWDA) under the Workforce Innovation and Opportunity Act of 2014, Public Law 1-113-128 ("the Act"), Catalog of Federal Domestic Assistance (CFDA) Number 17.259 and Federal Award Identification Number (FAIN) AA253421455A6.

B. The State of California has created the LWDA to administer the Act programs operated by the State of California pursuant to the Act.

C. As a LWDA, CITY is entitled to receive federal funds to establish programs to increase the employment, retention and earnings of Participants, and increase occupational skills attainment by Participants, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation ("said program").

D. SUBRECIPIENT is experienced in operating workforce development programs for at-risk youth that provide preparation for secondary and post-secondary education, occupational training, and employment skills for entry into the labor market.

E. SUBRECIPIENT is willing to operate said program pursuant to the Act and California law.

WHEREFORE, for and in consideration of the respective and mutual covenants and promises hereinafter contained and made, and subject to all the terms and conditions hereof, the parties hereto do hereby agree as follows:

**I.  
SUBRECIPIENT'S OBLIGATIONS**

A. SUBRECIPIENT agrees to provide the following services pursuant to said program, as more specifically set forth in SUBRECIPIENT'S Program Narrative contained in "**Exhibit A**", as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA) per 2 CFR §200.331(a)(1)(ix), and in the Performance Indicators contained in "**Exhibit B**", per 2 CFR §200.331(d) and 2 CFR §200.328, both attached hereto and by this reference incorporated herein. SUBRECIPIENT'S failure to provide said services may be grounds for CITY to readjust the level of payment to SUBRECIPIENT otherwise provided for hereinafter.

B. SUBRECIPIENT agrees to provide benefits to individuals who participate in the activities and services funded by this Agreement ("Participants") in accordance with the standards and requirements set forth in the Act.

C. SUBRECIPIENT agrees to perform the services set forth herein in a professional, timely and diligent manner.

D. SUBRECIPIENT shall provide wages and benefits to Participants in accordance with the standards and requirements of the Act, including Section 181 of the Act.

E. SUBRECIPIENT shall adhere to the Labor Standards described in the Act, including Section 181 of the Act.

F. SUBRECIPIENT agrees to comply with the "Complaint Handling Procedures Under the WIOA", attached hereto as "**Exhibit C**" and incorporated herein as though fully set forth in 20 CFR 658.411. SUBRECIPIENT shall advise Participants of their rights to file complaints under the Act and the procedures for resolution of any complaints. CITY's procedures for handling complaints alleging a violation of the Act, regulations, grants, or other agreements under the Act shall be followed and any decision of CITY, the State or the federal government relating to the complaint shall be binding and followed by SUBRECIPIENT. SUBRECIPIENTS who are employers shall operate a grievance system that incorporates CITY's procedures for resolution of complaints relating to the terms and conditions of employment; these procedures shall be approved in writing by CITY.

G. As a condition of this award of financial assistance under the Act to SUBRECIPIENT from CITY, SUBRECIPIENT assures, with respect to operation of all programs or activities funded with funds provided pursuant to the Act, and all agreements or arrangements to carry out such programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the Act (Section 188) and compliance with Equal Employment Opportunity provisions in Executive Order (E.O.) 11246, as amended by E.O. 11375 and supplemented by the requirements of 41 CFR Part 60; the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Americans with Disabilities Act of 1990; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including, but not limited to, 29 CFR Parts 33 and 37. The United States, the State of California and CITY have the right to seek judicial enforcement of this assurance.

H. SUBRECIPIENT agrees that no participant(s) shall commence training prior to the approval of funding pursuant to Section 123 of the Act.

I. SUBRECIPIENT agrees to the following accounting, monitoring, auditing, and review requirements:

1. SUBRECIPIENT agrees to maintain such records and submit such reports, data and information, on the form and containing such information, at such times as CITY may request or require regarding the performance of SUBRECIPIENT'S services or activities, costs or other data, including but not limited to, Participants' attendance, payroll records and job duty statements.

2. SUBRECIPIENT agrees to forward to the Santa Ana WORK Center Administrative Office, 801 W. Civic Center Dr., Suite 200, Santa Ana, California 92701 completed Workforce Innovation and Opportunity Act Application form and supporting documents; a complete Workforce Innovation and Opportunity Act Enrollment; any subsequent updates; Workforce Innovation and Opportunity Act Youth Test Scores form; Workforce Innovation and Opportunity Act Exit form upon completion/termination of active enrollment of participant; and the Workforce Innovation and Opportunity Act Follow-Up form within 15 days following 30, 60, 90, 180, 270, and 360 days of exit. SUBRECIPIENT agrees to enter information on the State of California's CalJobs database system as instructed and requested by the Santa Ana WORK Center Administration.

3. CITY, the State of California and the United States government and/or their representatives shall have access for purposes of monitoring, auditing and examining of SUBRECIPIENT'S activities, performance, books, documents, papers, records of SUBRECIPIENT SUBRECIPIENTS, bookkeepers, accountants, employees and Participants related to this Agreement. Such agencies or representatives shall also schedule on-site monitoring at their discretion. Monitoring activities may also include, but are not limited to, questioning employees and Participants and entering any premises or onto any site in which any of the services or activities funded hereunder are conducted or in which any of the records of SUBRECIPIENT are kept (2 CFR §200.330). Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

4. In the event SUBRECIPIENT does not make the above-referenced documents available within the City of Santa Ana, California, SUBRECIPIENT agrees to pay all necessary and reasonable expenses incurred by CITY in conducting any audit at the location where said records and books of account are maintained.

5. All accounting records and evidence pertaining to all costs of SUBRECIPIENT and all documents related to this Agreement shall be kept available at the location where SUBRECIPIENT conducted the program, as well as in the County of Orange, for the duration of this Agreement and thereafter for three (3) years after completion of an audit. Records which relate to (a) complaints, claims, administrative proceedings or litigation arising out of the performance of this Agreement, or (b) costs and expenses of this Agreement to which CITY, the State of California or the United States Government take exception, shall be retained beyond the three (3) years until resolution of disposition of such appeals, litigation, claims, or exceptions.

J. Without prejudice to any other section of this Agreement, SUBRECIPIENT shall, where applicable, maintain the confidential nature of information provided to it concerning Participants in accordance with the requirements of federal and state law. Notwithstanding the foregoing, SUBRECIPIENT agrees to submit to CITY, the State of California and/or the United States Government or their representatives, all records requested for administrative purposes, including audits, examinations, monitoring and verification of records submitted by SUBRECIPIENT, costs incurred and services rendered hereunder.

K. SUBRECIPIENT agrees to complete a monthly Invoice form showing in detail the amount of money already expended by SUBRECIPIENT hereunder, as this is a cash reimbursement contract. Accounting records must be supported by such source documentation as invoices, bills,

statements, proof of payment, such as cancelled checks, payment confirmations, account statements, paid bills, payroll records, time and attendance records, and contract and subgrant award documents (2 CFR §200.101(b)(2)). SUBRECIPIENT agrees to submit the above-stated documents to the WDB Administrative Office, 801 W. Civic Center Dr., Suite 200, Santa Ana, California, 92701, by the tenth (10th) day of the month following the month in which SUBRECIPIENT'S services are performed. Should SUBRECIPIENT fail to deliver said documents to CITY within thirty (30) days of said deadline, CITY shall provide SUBRECIPIENT with written notice of such deficiency. If said deficiency is not corrected within thirty (30) days of mailing such written notice, CITY shall have the option to deobligate SUBRECIPIENT's funds and cancel this Agreement by giving SUBRECIPIENT ten (10) days written notice thereof. SUBRECIPIENT shall either return to the CITY excess revenues over costs or use such excess revenues as program income for additional training activities authorized under the Act.

L. SUBRECIPIENT agrees to expend all funds in accordance with all applicable federal, state and local laws and regulations. SUBRECIPIENT also agrees to provide, at SUBRECIPIENT'S own expense, supplies and other costs of said PROGRAM.

M. SUBRECIPIENT shall arrange independently for an audit that includes WIOA funds received from CITY, in accordance with the Act, 2 CFR 200.500. SUBRECIPIENT shall submit one original of each required audit report to CITY within thirty (30) days after the date received by SUBRECIPIENT. Should SUBRECIPIENT fail to comply with these requirements, CITY may, at its option, withhold payment of funds, disallow funds, or suspend additional grant funds.

N. SUBRECIPIENT shall not expend funds pursuant to this Agreement to provide services to any participant where costs of training are paid for by any other person or entity.

O. SUBRECIPIENT shall comply with the provisions of Uniform Guidance 2 CFR Part 200 of the U.S. Office of Management and Budget (OMB) and all other applicable federal statutes and executive orders and their implementing regulations, including regulations at 29 CFR Part 97.

P. SUBRECIPIENT shall comply with the requirements of federal regulations found at 29 CFR Part 93, which provide that no appropriated funds may be expended by the recipient of a federal contract, grant, loan or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, member of Congress or an officer or employee of a member of Congress in connection with awarding of any federal contract, the making of any federal grant or loan, entering into any cooperative agreement and the extension, renewal, amendment or modification of any federal contract, grant, loan or cooperative agreement. SUBRECIPIENT shall sign a Certification Regarding Lobbying to that effect in a form as set forth in "Exhibit E," attached hereto and by this reference incorporated herein. SUBRECIPIENT shall submit said signed Certification to CITY prior to performing any of its obligations under this Agreement and prior to any obligation arising on the part of CITY to pay any sums to SUBRECIPIENT under the terms and conditions of this Agreement.

Q. SUBRECIPIENT agrees to provide a drug-free work place and to execute a Drug Free Workplace Certification as set forth in "Exhibit F" attached hereto and incorporated herein by this reference.



R. SUBRECIPIENT, in accordance with the Child Support Compliance Act, recognizes and acknowledges the importance of child and family support obligations and shall fully comply with all state and federal laws relating to child and family support enforcement, including, but not limited to: disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the state Family Code; and, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Employee Registry maintained by the California Employment Development Department (EDD).

S. SUBRECIPIENT agrees to comply with all applicable provisions of the Act, and all applicable federal regulations, including, but not limited to, the Code of Federal Regulations, Subtitle A—Office of Management and Budget Guidance for Grants and Agreements, as well as all applicable state and local regulations.

T. SUBRECIPIENT agrees to remain in compliance with the Certification Regarding Debarment ("**Exhibit G**"), as required by the regulations implementing Executive Order 12549, Debarment and Suspension, (2 CFR Part 180).

U. SUBRECIPIENT agrees to provide priority of services for veterans and eligible spouses pursuant to 20 CFR Part 1010, and the regulations implementing priority of service for veterans and eligible spouses in Department of Labor job training programs under the Jobs for Veterans Act published at 73 Fed.Reg. 78132 on December 19, 2008.

V. SUBRECIPIENT acknowledges that the official name for the statewide system of providing employment and training through the WIOA partnerships and various other local programs is "America's Job Center". To achieve the goals of this grant, it is important that the public has a quick and easy method to identify that the projects or programs they are taking part in are part of the "America's Job Center". SUBRECIPIENT agrees to place the America's Job Center logo, in accordance with the State of California guidelines for such use, on all public materials, such as statements, press releases, brochures, advertisements, reports and other documents describing projects or programs funded in whole or in part with WIOA funds. When the America's Job Center logo is used, SUBRECIPIENT may accompany it with the following statement, "The (Program Name) is a proud partner of the America's Job Center network". SUBRECIPIENT shall not use the America's Job Center logo in any manner that would imply that the State of California endorses a commercial product, service or activity.

## II. CITY'S OBLIGATIONS

A. On May 25, 2022, the CITY was awarded a Department of Labor Workforce Innovation and Opportunity Act youth grant of \$881,063.00 for fiscal year 2022-2023. CITY agrees to pay to SUBRECIPIENT when, if and to the extent federal funds are received under the provisions of the Act a sum not to exceed \$262,000.00 for SUBRECIPIENT'S performance in accordance with the Budget attached hereto as "**Exhibit D**" and incorporated herein by reference, during the period of this Agreement. Said sum shall be paid after CITY receives invoices submitted by SUBRECIPIENT as provided hereinabove.

B. Pursuant to 2 CFR §200.331(a)(4), the Indirect Cost Rate for the SUBRECIPIENT's award shall be an approved federally recognized indirect cost rate negotiated between the SUBRECIPIENT and the Federal government, or, if no such rate exists, either a rate negotiated between the CITY and the SUBRECIPIENT, or a de minimis indirect cost rate as defined in 2 CFR §200.414(b) Indirect (F&A) costs.

C. SUBRECIPIENT has the ability to adjust line item amounts in the budget with the approval of the Executive Director, so long as the total Budget amount does not increase.

D. CITY agrees to provide for on-site monitoring reviews of said program operation at least annually. In addition, monthly desktop reviews of pertinent information will be conducted.

E. CITY has the right to de-obligate the funds hereunder, and take such funding back from SUBRECIPIENT, due to any of the following reasons: (a) lack of performance by SUBRECIPIENT; (b) lack of fiscal accountability of SUBRECIPIENT; or (c) decrease in available funding.

### III. TERM OF AGREEMENT

A. This Agreement shall commence on July 1, 2022, and all duties arising under this Agreement shall have been performed by June 30, 2023. The Term of this Agreement may be extended by a writing executed by the City Manager and the City Attorney. SUBRECIPIENT acknowledges and agrees that it must provide follow-up services for one (1) year after the Term, whether funded or not.

B. SUBRECIPIENT agrees to comply with the closeout procedures detailed in 2 CFR §200.343, including the following:

1. SUBRECIPIENT must submit, no later than ninety (90) calendar days after the end date of the period of performance, all financial, performance, and other reports as required by the terms and conditions of the Federal award;

2. Unless the CITY authorizes an extension, SUBRECIPIENT must liquidate all obligations incurred under the Federal award not later than ninety (90) calendar days after the end date of the period of performance as specified in the terms and conditions of the Federal award;

3. SUBRECIPIENT must promptly refund any balances of unobligated cash that the CITY paid in advance or paid and that is not authorized to be retained by SUBRECIPIENT for use in other projects (See OMB Circular A-129 and 2 CFR §200.345);

4. SUBRECIPIENT must account for any real and personal property acquired with Federal funds or received from the Federal government in accordance with 2 CFR §§200.310-200.316 and 200.329; and,

5. The CITY should complete all closeout actions for the Federal award no later than one year after receipt and acceptance of all required final reports.

#### IV. INDEPENDENT CONTRACTOR

Consultant shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Consultant performs the services which are the subject matter of this Agreement; however, the services to be provided by Consultant shall be provided in a manner consistent with all applicable standards and regulations governing such services. Consultant shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

#### V. WORKER'S COMPENSATION AND EMPLOYER'S RIGHTS

A. SUBRECIPIENT shall use appropriate funds received from CITY to provide workers' compensation to all those hired by SUBRECIPIENT under this Agreement.

B. SUBRECIPIENT shall have the right to hire, dismiss, or promote its employees or contract personnel hired under this Agreement so long as its hiring or dismissal policy or standard does not violate Title VII of the Civil Rights Act of 1964, Fair Labor Standards Act of 1938, or any other applicable law, and SUBRECIPIENT maintains itself as an Equal Opportunity employer.

#### VI. APPLICABLE GUIDELINES

A. The parties hereto agree that SUBRECIPIENT shall comply with all applicable federal and state laws and regulations, including, but not limited to the Performance Indicators (**Exhibit B**) and general program requirements described in Sections 2 and 116 of the Act, and applicable regulations, and the U.S. Department of Labor guidelines and regulations, including amendments or revisions made during the terms of this Agreement. Said applicable laws are hereby incorporated by reference and made part of this Agreement as though fully set forth herein.

B. SUBRECIPIENT also assures and certifies that:

1. SUBRECIPIENT acknowledges and confirms that the U.S. Department of Labor has established six (6) performance indicators for youth: (a) Percent of Participants who are in education/training activities, or in unsubsidized employment during the 2<sup>nd</sup> quarter after exit; (b) Percent of Participants who are in education/training, or in unsubsidized employment during the 4<sup>th</sup> quarter after exit; (c) the median earnings of Participants in unsubsidized employment during the 2<sup>nd</sup> quarter after exit; (d) Percent of Participants who obtain recognized postsecondary credential or secondary diploma during participation or within 1 year after exit; (e) Percent of Participants who, during the program, are in education or training that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains; and, (f) effective in serving employers.

SUBRECIPIENT agrees to implement and shall meet any additional performance indicators that may be subsequently required by the Workforce Innovation and Opportunity Act or by any other Federal, State, and local law.

2. SUBRECIPIENT shall comply with Title VII of the Civil Rights Act of 1964 (P.L. 83-354) and in accordance with Title VII of the Act, requiring that no person shall, on the grounds of race, color, religion, sex, age, handicap or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreement.

3. SUBRECIPIENT shall comply with all federal laws limiting the political activity of employees hired under this Agreement.

4. SUBRECIPIENT shall comply with the requirements that no program under the Act shall involve political activities.

5. RECORD INSPECTION. SUBRECIPIENT shall provide the U.S. Department of Labor and the Controller General, by and through any authorized representative, as well as the WDB Administrative Office, access to and the right to examine all records, books, papers or documents relating to the accounting and use of funds under this Agreement for a three-year period from and after the effective date of this Agreement.

6. No person with responsibilities in the operation of any program under the Act shall discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation or beliefs.

7. SUBRECIPIENT shall maintain appropriate standards for health and safety in work and training situations.

8. SUBRECIPIENT shall comply with general provisions, assurances, and execute the Assurances and Certifications attached hereto as "**Exhibit H**" and incorporated herein.

9. EQUAL OPPORTUNITY. Any literature distributed by SUBRECIPIENT for the purpose of apprising businesses, Participants, or the general public of its programs under this Agreement shall state that its programs are supported by the City of Santa Ana and the Santa Ana Workforce Investment Board, and shall state that the program is an "equal opportunity employer/program" and that "auxiliary aids and services are available upon request to individuals with disabilities."

10. Based on the population eligible to be served, or likely to be directly affected by the WIOA program or activity, the services or information may need to be provided in a language other than English in order to allow such population to be effectively informed about or able to participate in the program or activity. Pursuant to 29 CFR 37.35, SUBRECIPIENT must take reasonable steps to provide services and information in appropriate languages after considering the scope of the program or activity, and the size and concentration of the population that needs services or information in a language other than English.

11. SUBRECIPIENT certifies that all property, finished or unfinished documents, data, studies and reports prepared or purchased under this Agreement, will be disposed of

in accordance with the direction of the CITY. In addition, any tools and/or equipment furnished to the SUBRECIPIENT by the CITY and/or purchased by the SUBRECIPIENT with funds pursuant to this Agreement, will be limited to use within the activities outlined in this agreement and will remain the property of the United States Government and/or CITY. Upon termination of this Agreement, SUBRECIPIENT will immediately return such tools and/or equipment to the CITY or dispose of them in accordance with the direction of the CITY.

12. SUBRECIPIENT certifies that this Agreement does not provide for the advancement or aid to any religious sect, church or creed, or sectarian purpose, nor does it help to support or sustain any school, college, university, hospital or other institution controlled by any religious creed, church, or sectarian denomination, as specified by Article XVI, Section 5, of the Constitution of the State of California, regarding separation of church and state.

13. **PATENT, COPYRIGHTS AND RIGHTS IN DATA.** The SUBRECIPIENT will disclose to the CITY any invention, written product, or computer program developed, or data assembled, as a result of performance of work under this Agreement, within seventy-four (74) days of invention, development or assembly. The CITY, State of California, and U.S. Department of Labor will have the right to patent any invention and copyright any written product or computer program or data generated by SUBRECIPIENT. Upon written request, SUBRECIPIENT will transfer all pertinent information, specifications and right, title and interest to the designated agency.

#### 14. INVENTIONS, PATENTS AND COPYRIGHTS.

A. **Reporting Procedure.** If any project produces patentable items, patent rights, processes, or inventions in the course of work under a U.S. Department of Labor (DOL) grant or agreement, the SUBRECIPIENT shall report the fact promptly and fully to the CITY. The CITY shall report the fact to the Grant Officer, at the DOL. Unless there is a prior agreement between the CITY and the DOL and its representative on these matters, the DOL shall determine whether to seek protection on the invention or discovery. The DOL and its representative shall determine how the rights in the invention or discovery, including rights under any patent issued thereon, will be allocated and administered in order to protect the public interest consistent with the "Governmental Patent Policy" (President's Memorandum for Heads of Executive Departments and Agencies, August 23, 1971, and Statement of Government Patent Policy as printed in 36 FR 16889).

#### B. **Copyright Policy.**

1. Unless otherwise provided in the terms of the grant or agreement, when copyrightable material is developed in the course of or under a DOL Grant or agreement, the author and the CITY which developed the work is free to copyright material or to permit others to do so. The SUBRECIPIENT and the Workforce Development Board (WDB) shall have a royalty-free, nonexclusive and irrevocable license to reproduce, publish, use and to authorize others to use all copyrighted material.

2. The DOL reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under any grant, sub-grant, or contract under a grant or subgrant; (b) Any right of copyright to which a grantee, subgrantee or a SUBRECIPIENT purchases

ownership with grant support; and, (c) SUBRECIPIENT shall comply with the requirements of 29 CFR Part 97.34.

C. **Rights to Data.** The DOL and the CITY shall have unlimited rights to any data first procured or delivered under this Agreement.

15. **CLEAN AIR / CLEAN WATER ACT.** If the grant hereunder exceeds \$100,000, SUBRECIPIENT must comply with Section 306 of the Clean Air Act [(42 USC 1875(h)); Section 508 of the Clean Water Act (33 USC 1368); Executive Order 11738 and Environmental Protection Agency ("EPA") regulations (40 CFR Part 35) as any may now exist or be hereafter amended. Under these laws and regulations, the SUBRECIPIENT assures that:

- (a) No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- (b) It will notify CITY prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and,
- (c) It will notify the CITY and the EPA about any known violation of the above laws and regulations.

16. SUBRECIPIENT agrees to adhere to the following STANDARDS OF CONDUCT:

a. General Assurance. Every reasonable course of action will be taken by SUBRECIPIENT in order to maintain the integrity of this expenditure of public funds and to avoid favoritism. This Agreement will be administered in an impartial manner, free from errors to gain personal, financial, political gain. SUBRECIPIENT, its officers and employees, in administering this Agreement, will avoid situations which give rise to a suggestion that any decision was influenced by prejudice, bias, special interest or desire for personal gain.

b. Employment of Former State or CITY Employees. SUBRECIPIENT will ensure that any of its employees who were formerly employed by the State of California or CITY, in a position that could have enabled such individuals to impact policy regarding or implementation of programs covered by this Agreement, will not be assigned to any part or phase of the activities conducted pursuant to this Agreement for a period of not less than two (2) years following the termination of such employment.

c. Conducting Business Involving Relatives. No relative by blood, adoption or marriage of any executive or employee of SUBRECIPIENT will receive favorable treatment when considered for enrollment in programs provided by, or employment with, SUBRECIPIENT.

d. Conducting Business Involving Close Personal Friends and Associates. Executives and employees of SUBRECIPIENT will be particularly aware of the varying degrees of influence that can be exerted by personal friends and associates and, in administering this Agreement, will exercise due diligence to avoid situations which give rise to an assertion that favorable treatment is being granted to friends and associates. When it is in the public interest for SUBRECIPIENT to conduct business with

a friend or associate of an executive or employee of SUBRECIPIENT, an elected official in the area or a voting or non-voting member of the Workforce Investment Board (WIB), a permanent record of the transaction will be retained.

e. Avoidance of Conflict of Economic Interest. No executive or employee of SUBRECIPIENT elected official in the area, or voting or non-voting member of a WDB, will solicit or accept money or any other consideration from a third person, for the performance of an act reimbursed in whole or part by SUBRECIPIENT or CITY. Supplies, materials, equipment or services purchased with Agreement funds will be used solely for purposes asserted or allowed under this Agreement. No voting member of the WDB will cast a vote on the provision of services or vote on any matter which would provide direct financial benefit to that member or any business or organization which the member directly represents.

f. Salary and Bonus Limitations. All Subrecipients of WIOA program funds are required to comply with federal requirements regarding the limitations on salary and bonus payments in accordance with Public Law 109-149, Section 7013.

## VII. HOLD HARMLESS

A. SUBRECIPIENT shall indemnify and save harmless CITY, its officers, agents and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, agents and employees, from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, workers' compensation claims, resulting from or arising out of the negligent acts, errors or omission of SUBRECIPIENT, its employees or subcontractors.

B. SUBRECIPIENT shall indemnify and save harmless CITY, its officers, agents and employees, from and against any and all damages to property or injuries to or death of any person or persons, including property and employees or agents of CITY, and shall defend, indemnify and save harmless CITY, its officers, agents and employees, from and against any and all claims, demands, suits, actions or proceedings therefore, resulting from or arising out of the intentional or malicious acts of SUBRECIPIENT, its employees or subcontractors.

## VIII. INSURANCE

1. Commercial General Liability. SUBRECIPIENT agrees to obtain and keep in force during the term of this Agreement a policy of comprehensive commercial general liability insurance insuring the State of California, CITY, and SUBRECIPIENT against any liability for accident, injury or death arising out of or in consequence of this Agreement. Such insurance shall be in an amount not less than One Million Dollars (\$1,000,000.00) for any injury to or death of any person or persons in any single accident or occurrence, with \$2,000,000 in the aggregate coverage. Said policy of comprehensive general liability insurance shall be endorsed to provide to CITY and to the State of California, Employment Development Department, at least thirty (30) days written notice prior to cancellation; name CITY, its officers, agents, employees, and volunteers, and the State of California, its officers, employees, and volunteers as Additional Insured; and state that such coverage is primary to

any other coverage or self-insurance of the State of California and CITY (in substantially the form as **Exhibit I**, Additional Insured Endorsement, attached hereto). Governmental entities may substitute a certificate of self-insurance.

2. Automobile Liability Coverage. SUBRECIPIENT shall also obtain and maintain, during the effective period of this Agreement, broad form automobile liability coverage with at least \$1,000,000 limit unless reduced by CITY, which applies to both owned/leased and non-owned automobiles used by SUBRECIPIENT employees or Participants in performance of this Agreement, or, in the event that CITY will not utilize such owned/leased automobiles but intends to require employees, Participants or other agents to utilize their own automobiles in the performance of this Agreement, SUBRECIPIENT shall secure and maintain on file from all such employees, Participants, or agents as self-certification of automobile insurance coverage. Governmental entities may substitute a certificate of self-insurance.

3. Workers' Compensation. If SUBRECIPIENT is an "employer", as set forth in California Labor Code Section 3300 et seq., or utilizes Participants as "employees," as set forth in California Labor Code Section 3350 et seq., SUBRECIPIENT shall obtain and keep in force during the term of this Agreement full Workers' Compensation insurance coverage for injuries suffered by Participants. Said insurance policy shall guarantee CITY at least thirty (30) days written notice of cancellation or modification. SUBRECIPIENT shall carry medical and accident insurance for those Participants not qualifying as "employees" for Worker's Compensation Coverage, pursuant to California Labor Code Section 3350, et seq.

4. Equipment Coverage. SUBRECIPIENT shall purchase a policy or policies of insurance covering loss or damage to any and all Equipment provided to or purchased by SUBRECIPIENT in accordance with this Agreement. Said insurance shall be in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, theft, and special extended perils. Governmental entities may substitute a certificate of self-insurance.

5. Youth Protection. To maintain a safe environment, funded youth providers that serve youth under the age of 18 will need to provide a Youth Protection Policy and proof of Sexual Abuse & Molestation insurance coverage of at least \$1,000,000. Youth providers will be held responsible for conducting a background clearance (live-scan) for staff that have direct interaction with youth Participants that are under the age of 18.

6. Proof of Insurance. Certificates and endorsements must be submitted and approved by CITY prior to any work under this Agreement. SUBRECIPIENT understands that CITY will make no payments under this Agreement until the required certificates and endorsements have been approved by CITY.

## IX. CORPORATE STATUS

All corporate SUBRECIPIENTS shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board or Internal Revenue Service. Any change in corporate status or suspension shall be reported immediately to CITY.



**X.**  
**ASSIGNABILITY**

None of the duties of, or work to be performed by, SUBRECIPIENT under this Agreement shall be subcontracted or assigned to any agency, consultant, or person without the prior written consent of CITY. SUBRECIPIENT must submit all subcontracts and other agreements that relate to this Agreement to CITY. SUBRECIPIENT acknowledges and agrees that it must follow procurement regulations for SUBRECIPIENTS (2 CFR §200.317). No subcontract or assignment shall terminate or alter the legal obligations of SUBRECIPIENT pursuant to this Agreement.

**XI.**  
**LAWS GOVERNING THIS AGREEMENT**

In its performance under this Agreement, SUBRECIPIENT shall fully comply with the requirements of the following, whether or not otherwise referred to in this Agreement:

1. The Act and all applicable federal statutes, regulations, policies, procedures and directives, including but not limited to, 2 CFR 200 and 20 CFR. Parts 651 and 654
2. All applicable State statutes, regulations, policies, procedures and directives;
3. All applicable CITY policies, procedures and directives;
4. All applicable local ordinances and requirements, including use permits and licensing;
5. Court orders applicable to its operation; and,
6. The terms and conditions of this Agreement.

If any of the foregoing is enacted, amended, or revised, SUBRECIPIENT will comply with such or will notify CITY after enactment or modification that it cannot so comply. CITY may thereupon terminate this Agreement, if necessary.

**XII.**  
**EXCLUSIVITY AND AMENDMENT OF AGREEMENT**

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of SUBRECIPIENT by CITY, and contains all the covenants and agreements between the parties with respect to such employment. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement or amendment hereto shall be effective unless executed in writing and signed by both CITY and SUBRECIPIENT.

### **XIII. FRAUD**

SUBRECIPIENT shall immediately report to CITY all instances and facts concerning possible fraud, abuse or criminal activity relating to expenditure or receipt of funds under this Agreement.

### **XIV. CONTINGENCY OF FUNDS**

SUBRECIPIENT acknowledges that approval of and funding for this Agreement is contingent upon State approval, and funds received or obligated from the State of California to CITY. If such approval of funds is not forthcoming, or is otherwise limited, CITY shall immediately notify SUBRECIPIENT. Within twenty (20) days of receipt of such notice, SUBRECIPIENT shall modify or cease operations as directed by CITY and negotiate necessary modification to this Agreement and/or reimbursement of costs incurred hereunder.

### **XV. TERMINATION**

A. This Agreement may be terminated by either party at its sole discretion, upon thirty (30) days written notice to the other party. Notice shall be deemed served on the date of mailing. However, SUBRECIPIENT may not terminate this Agreement if undue hardship will result to any participant.

B. In the event SUBRECIPIENT defaults by failing to fulfill all or any of its obligations hereunder, CITY may declare a default and termination of this Agreement by written notice to SUBRECIPIENT, which default and termination shall be effective on a date stated in the notice which is to be not less than ten (10) days after certified mailing or personal service of such notice, unless such default is cured before the effective date of termination stated in such notice. If terminated for cause, CITY shall be relieved of further liability or responsibility under this Agreement, or as a result of the termination thereof, including the payment of money, except for payment for approved expenses incurred for services satisfactorily and timely performed prior to the mailing or service of the notice of termination, and except for reimbursement of (1) any payments made for services not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by CITY in obtaining substitute performance.

### **XVI. DISPUTES**

Except as otherwise provided in this Agreement, any dispute concerning any question arising under this Agreement shall be decided by CITY. In such a case CITY shall reduce its decision to writing and mail or otherwise furnish a copy thereof to SUBRECIPIENT. The decision of the City shall be final and conclusive unless within thirty (30) calendar days from the mailing or delivery of such copy, CITY receives from SUBRECIPIENT written request to appeal said decision.

Procedures governing the appeal shall be prescribed by CITY and/or the State of California in accordance with the Act and all corresponding regulations and OMB circulars. Pending final disposition of the appeal, SUBRECIPIENT shall act in accordance with CITY's decision unless the dispute involves a change order.

## **XVII. BREACH - SANCTIONS**

If, through any cause, SUBRECIPIENT violates any of the terms and conditions of this Agreement, and/or prior agreements whereby grant funds were received by SUBRECIPIENT pursuant to this Agreement, or if SUBRECIPIENT reports inaccurately or if any Audit Report makes disallowances, SUBRECIPIENT shall promptly remedy its acts or omissions and/or repay CITY all amounts due CITY as a result of SUBRECIPIENT's violation. For any such failures or violations, CITY shall also have the right at its sole discretion to either: (1) discontinue program support until such time as SUBRECIPIENT fulfills its obligations or remedies all violations of this Agreement or prior agreements; and/or (2) collect outstanding amounts as determined by CITY due CITY by offsetting or debiting from current claims or invoices, if after thirty (30) days' written notice SUBRECIPIENT has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement by giving written notice to SUBRECIPIENT of such termination in accordance the notice provision in Paragraph XVIII herein below.

## **XVIII. NOTICES**

All notices, reports and correspondence between the parties hereto respecting this Agreement shall be in writing and deposited in the United States Mail, postage prepaid, addressed as follows:

CITY:	City of Santa Ana Manager, WDB Administrative Office P.O. Box 1988 (M-76) Santa Ana, CA 92702
CLERK:	Clerk of the City Council City of Santa Ana 20 Civic Center Plaza (M-30) P.O. Box 1988 Santa Ana, CA 92702-1988 Telefacsimile (714) 647-6956
SUBRECIPIENT:	Orange County Conservation Corps 1853 N. Raymond Ave., Anaheim, CA 92801 Phone: (714) 956-6222 Fax: (714) 888-0059

## **XIX. MERGER**

This Agreement, together with the attachments hereto, expresses the total understanding of the parties. There are no oral understandings of the parties or terms and conditions other than as stated herein.

**XX.  
VALIDITY**

The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

**XXI.  
MISCELLANEOUS PROVISIONS**

a. Each undersigned represents and warrants that its signature hereinbelow has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify CITY fully, including reasonable costs and attorney's fees, for any injuries or damages to CITY in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.

b. All Exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

*{Signatures on following page}*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above-written.

ATTEST:

"CITY"

\_\_\_\_\_  
Daisy Gomez  
Clerk of the Council

By: \_\_\_\_\_  
Kristine Ridge  
City Manager

APPROVED AS TO FORM:  
Sonia R. Carvalho  
City Attorney

"SUBRECIPIENT"

By: \_\_\_\_\_  
Ryan O. Hodge  
Assistant City Attorney

BY: \_\_\_\_\_  
Name: Katharyn O. Muniz  
Title: Executive Director  
Tax ID #: 33-0563781

RECOMMENDED FOR APPROVAL:

\_\_\_\_\_  
Steven A. Mendoza  
Executive Director  
Community Development Agency

**Workforce Innovation & Opportunity Act**

Youth Program Provider

**Orange County Conservation Corps**

2022-2023

**1. Experience/Qualifications (1 page max)**

Located in Anaheim, California, the Orange County Conservation Corps (OCCC) was founded in 1993 as a part of the Anaheim anti-gang task force, and serves at-risk youth ages 18-26 years old throughout Orange County, California. OCCC is a 501 (c) (3) and currently has a team of 11 board members, and 30 full time staff members. Many of OCCC staff are graduates of our program, and continued to give back through leadership and mentor roles. The OCCC mission is: *"To serve young, at-risk adults through employment, training and educational programs that build self-sufficiency and benefit the community through conservation driven projects."* OCCC headquarters is open 7-5pm Monday through Thursday and 8-12pm Friday and located off Raymond and Orangethorpe at: 1853 North Raymond Ave., Anaheim CA 92801, with several major public transportation access points, public parking, and bike locks. OCCC also offers Corpsmember pick-up points throughout Santa Ana, Anaheim, Buena Park and surrounding areas as needed. Facilities decor highlight youth success and youth, entering facilities are greeted by Corpsmembers in professional training positions, within a state-of-the-art conservation building. Operational facilities and educational programs are located less than 6 miles away at 6101 S. Dupont Drive, Anaheim CA 92806, in collaboration with the Orange County Department of Education, College and Career Preparatory Academy (CCPA).

OCCC actively administers the Santa Ana WIOA Youth Programs contract. For the past 15 years OCCC has met and/or exceeded all contract measures. OCCC staff continues to deliver services to a majority of out of school youth through WIOA contracts year over year, in a long-standing record of service excellence and contract management. OCCC operates an annual budget of over \$5M with major funding provided from the State of California, Anaheim, Santa Ana and OC WIOA, North Orange County Public Safety Task Force, fees for service contracts, and various grants to OCCC.

In our 29<sup>th</sup> year of operation, OCCC provides pathways to skill development resources, employment, training, and educational services to Orange County's hardest-to-reach and neediest segment of our young adult population. In these 29 years, OCCC has provided paid job training program support to over 10,000 opportunity youth and their families by instilling a strong work ethic, developing an individual's self-worth, while providing the necessary experience and job skills to ensure that our young adults become successful candidates in the workforce. No other organization in Orange County provides as many hours of paid work experience—up to 29 hours a week at a minimum of \$15.00 per hour. Last year OCCC paid over 103,000 hours to our Corpsmembers and over 500,000 hours during the past 5 years.

## 2. Proposed Program (1 page max)

Youth will enroll in the Orange County Conservation Corps' program for services in the following (5) types of measurable skill gains: educational skill advancement, occupational skill training, high school diploma services, individualized paid job training, and post-secondary educational achievement. Each youth enrolled will develop an individual service strategy (ISS) in direct coordination with an OCCC Program Specialist. The timeline of services will consist of up to 12 months' direct service. Each participant will also be eligible for 12-months post exit follow up services. Youth services are designed to overcome significant barriers not otherwise met within the traditional community assessment of needs. OCCC has extensive history serving youth participants with severe barriers. Services include but are not limited to: recruitment, screening, assessment and linkages, case management, ISS, orientation, enrollment, paid job training, certifications, competitive employment, educational services, supportive services, skill attainment, and service provisions with individualized target outcomes for each participant. Corpsmembers approach the program in 4-phases of leadership development. Upon successful completion of comprehensive service goals, youth experience transformational personal growth, post-secondary educational gains, and increased wages through competitive employment.

To assist Corpsmembers in overcoming the barriers and complete the WIOA program successfully, the OCCC Program Specialist will identify community partnerships and resources which are available and can provide appropriate service to the participant, i.e. Anaheim Housing Authority, Project Kinship (Conviction Sentence Reduction), Volunteers of America, Department of Child Support Services, OC Head Start (Child Care), Drug and Alcohol treatment programs, community health care services, School's First Outreach Team (Financial Literacy), Anaheim Workforce Center, CalWORKS, DMV, etc). Support services are critical to help ensure Corpsmembers are able to obtain and maintain employment Post-Corp. These include bus passes, gas cards, housing assistance, childcare assistance and more. The OCCC program design is comprehensive and coordinates services for at-risk youth through extensive network of community partners who provide services as in-kind support.

- Program Specialist will be responsible for coordinating outside support services with local agencies and community partners
- Meetings with collaborating agencies will be scheduled monthly to review and coordinate support services with partnering agencies
- Semi-monthly Program Department meetings will include community partner presentations

The OCCC's Program Specialist, in coordination with the WIOA participant, are mentors to our youth. Program Specialist will develop the youth's ISS inclusive of assessment results, work readiness evaluation, ONET and counseling and guidance for personal needs and potential barriers to success. Case managers will review Individual Educational Plans (IEP), help in requesting previous transcripts from high schools, and conduct work readiness pre and post-tests.

Corpsmembers receive extensive training in "Green" technologies and projects that address critical state needs, including natural resources and land management, energy and climate programs, emergency response and disaster relief, recycling and land diversion programs, and active transportation development.



### 3. Population (2 pages max)

87% of youth served at OCCC identify as Hispanic or Latin American (93% identify as a minority). 85% of youth served qualify for free and reduced lunch, living at or below the Housing and Urban Development (HUD) Federal Poverty Level. Nearly all youth identify as being at risk of becoming homeless and/or experienced homeless. This trend continues to rise, as in 2017-18, 15% of youth entering OCCC programs identified as homeless. Nearly all youth entering programs live with a disability or a significant barrier

As part of this program, 23 youth will be enrolled by December 31, 2022. Our program is directed to serve youth ages 18-26. The youth served are primarily high school dropouts (out-of-school youth), who are or have been homeless and/or runaways, have been in foster care, parenting or pregnant youth, who could have mental or physical challenges, who are court involved, on probation, on informal probation, and who have incarcerated parents. Aside from the WIOA Youth eligibility requirements, youth do not need any additional requirements. Depending on a youth's barrier(s), OCCC may help our youth obtain high school diploma or a copy of their diploma, a letter from the foster care system, a birth certificate of their child or children, or a letter from one's health provider stating one's health condition. Otherwise, OCCC does not require any additional documents for enrollment aside from the WIOA Youth eligibility requirements.

OCCC has successfully recruited youth into the Santa Ana WIOA program for the past 15 years. We recently completed 100% enrollment for the 2021-2022 program. OCCC uses a 15-point approach to recruit youth. OCCC uses several tools specifically targeted to "opportunity" youth, with a priority for out of school youth. The 15-point approach is as follows:

1. Collaboration with the Santa Ana WORK center, Anaheim Jobs and other Orange County one-stop centers. OCCC posts flyers at these locations, and works directly with Evelyn Lenz to send out the OCCC recruitment flyer throughout her network of organizations.
2. OCCC is active at job fairs throughout the year, include job fairs specifically targeted to youth through partnerships with Social Services, OCREP, Orangewood, and work centers.
3. Onsite recruitments with our Family Resource Centers.
4. Social media: Facebook, Twitter, Instagram recruitment postings and engagement.
5. Craigslist and various other career website job postings.
6. Collaboration with the Orange County Department of Education, as part of the Career and College Preparatory Academy, in posting OCCC job recruitments throughout the 22 locations, on the Department of Education website, and at the OCCC high school campus. Department of Education teachers and staff also help OCCC in enrolling students in both educational and workforce training programs.
7. Outreach to previous high school dropouts and youth that stopped the enrollment process to re-engage in services and follow-up care.
8. Recruitment partnerships throughout our network of various non-profits organizations, and for-profit organizations, as we are always hiring youth.

9. Presentations directly to Youth Guidance Center (YGC), Social Services Agency (SSA), and Health Care Agency (HCA), as well as follow up services with case managers, probation officers, and staff to ensure successful linkage and collaboration of care.
10. Outreach to local high school administrative departments and counselors to successfully transition traditional high school students who are becoming dropouts into a continuing educational program such as the on-site charter school, (CCPA) at OCCC.
11. OCCC recruitment flyer. We send it out to all of our community partners to let everyone know we are hiring youth 18-26, immediately.
12. We reserve booths at local Swap meets, flea markets and other local business events to recruit youth.
13. Collaboration with the OCREP in the annual job fair, employment committee, and other ways to establish working partnerships with the community to provide recruitment.
14. Street signs, walk-ins, word of mouth, and siblings of Corpsmembers.
15. Customer Service and follow-up services.

Customer service is a major part of our recruitment efforts. We so often work with youth who have experienced significant trauma, experience stigmas, who have been treated poorly by previous employers within the competitive employment market. Anxiety to a new place is often a major barrier. OCCC wants each person engaged with OCCC to feel comfortable, welcomed and excited to be joining OCCC. Therefore, we take every extra effort in making each person entering our facility feel valued. Customer services includes offering a drink and snacks by intake counselors, taking time to explain the process, and to listen to the applicant's experience. Our front desk staff including Corpsmembers in professional training positions, as we understand youth often can relate better and feel more comfortable with youth their own age. We do not leave anything to chance. If a young person can enroll in the program, qualifies and is an ideal candidate, there is always going to be significant barrier(s) due to their low-income situation. Not only do we encourage follow-up calls, but we also call to check in on youth enrollment status. Our goals is to meet that need by going above and beyond. To meet that person's needs in taking this step forward. This customer service looks different for everyone entering our building, but the idea is that we will meet each person where they are in their personal and professional development.

These 15-points to recruitment have successfully allowed OCCC to continue to meet each program's enrollment needs. OCCC successfully complete the past 15 years of enrollment with the Santa Ana WIOA program by developing this model. The OCCC team meets quarterly to further develop this model, as to always seek to expand our services throughout the community. This approach will continue to be the model for enrolling all 23 youth into the Santa Ana WIOA program by the December 31<sup>st</sup>, 2022 deadline.

Included in Attachment C is our letter of support from Lorri Guy, Program Manager for the North Orange County Continuing Education (NOCE) Workability Program. NOCE collaborates in the care of youth to provide referrals to the OCCC programs. Further, Valerie Brauks, Orange County Director of Community Services with the Children's Bureau offers an additional letter of support in referring youth to OCCC programs.

**4. Assessment (1 page max)**

OCCC programs explicitly meet the needs of youth with significant barriers including low-income barriers, gang involvement, drug use, and domestic violence. Once a Santa Ana resident youth (or homeless youth) enters facilities, the screening, assessment and linkages process takes place with full-time Santa Ana WIOA Program Specialist Mr. Darin Garcia as follows:

1. Prospective participant completes and submits the OCCC application. The Program Specialist determines eligibility for the Santa Ana WIOA Youth Program.
2. Topics discussed during the assessment process are as follows: eligibility requirements for program services; what each youth expects upon arrival; an overview of the program mission; expected results/outcomes (employment, obtaining credentials, higher education attainment) and a description of both the youth's and case managers' responsibilities.
3. During the assessment process, the Program Specialist has the opportunity to discuss important issues in detail and identify youth's individual goals. Program Specialist conducts an interview using an OCCC 5-page questionnaire (attached in W-additional attachments section of RFP) to assesses over 50-points upon entry into programs.
4. Once the youth is deemed eligible to be enrolled in the WIOA youth program, registration in CalJobs and selective services is verified. If youth is not enrolled in CalJobs or selective services, Program Specialist assists in registration as necessary. The youth completes an Individual Service Strategy (ISS); which allows the youth to identify their interests and goals, skills and abilities and personal characteristics. Youth then administered the Test for Adult Basic Education (TABE) pre-test in literacy and numeracy skills.

According to the 2012 Anaheim Youth Services Assessment the term "at risk" is widely used when referring to youth who may be at risk of "lifelong disadvantage". The assessment found "youth are at risk due to a number of challenges that have the potential to keep them from achieving success in their lives. The top four risk outcomes identified through this assessment process, including poverty, gang activity, school dropout, and drug use". OCCC recruits and serves to these barriers. OCCC is the type of program needed to help youth overcome these barriers. OCCC hires homeless youth; OCCC hires youth living in deep poverty; OCCC is felony-friendly. OCCC provides a safe haven from gang activity and gang-pressure. OCCC supports youth living with severe mental health, disabilities, addiction(s) and abuse, dual diagnosis, and other conditions; OCCC graduates youth who have dropped out of traditional K-12 educational tracks. OCCC reframe barriers as potential strengths, building one's resistance. OCCC supports youth seeking to escape domestic violence. While OCCC recruitment efforts target all youth of Santa Ana, the majority of youth entering programs continue to live in Santa Ana's lowest income, socio-economically restricted neighborhoods, with active gang recruitment, and drug abuse. OCCC recruits and serves youth with the most significant barriers, meeting or exceeding the out-of-school recruitment numbers every year over the past 13 years for the Santa Ana WIOA Youth Program.

OCCC staff provide exceptional customer service to complete the assessment and follow up tasks. Staff go above and beyond. Supportive services are provided, as needed. Staff transport and pick up youth, as needed. Youth gain trust of the OCCC.

## 5. Paid & Unpaid Work Experience (3 pages max)

Corpsmembers may remain at the Orange County Conservation Corps for up to two years to “**earn...learn... and serve**”. This gives them the time necessary to develop the skills to enter the workforce. OCCC’s program provides an opportunity for participants to *earn* a living through paid work experience, learn job skills and further their education, while they *serve* the public by completing conservation projects and services. Corpsmembers who determine to work at OCCC work 29 hours per week, Monday through Thursday, and receive additional training, workshops, mentoring, supportive services and case management upon returning to the campus at 2:30pm.

As one of 14 local and state certified conservation corps in California, OCCC belongs to a State association of local conservation corps designated to provide services to our at-risk young adults. The year-round paid job-training work of Corpsmembers help mitigate changing climate impacts through fire fuel reduction, flood protection, water quality, reforestation, habitat restoration, wetlands protection/reparation, wildlife and native species protection, homeless encampment cleanups, bottle/can, tire, E-waste, and oil recycling. All activities support reduction of Green House Gas and a lower-carbon footprint. Many underrepresented young people in Orange County have little to no access to outdoor experiences. This is especially pervasive in the urban areas we serve, among communities of color and poverty. The mission at OCCC is to preserve and protect the environment, as well as provide paid job skills training and career technical education opportunities for young men and women who come from some of the state’s most disenfranchised communities or experience homelessness. Corpsmembers participate in programs and projects that address critical state needs, including natural resources and land management, energy and climate programs, emergency response and disaster relief, recycling and land diversion programs, and active transportation development.

As part of youth training, Participants have the option to be placed at Work Experience Site (WEX) and On-the-job-training locations through various multi-year partnerships with OCCC. Our community placement partnership sites including the following sites: AeroFit, Pathways Group, Heavy Equipment College of California, Associated General Contractors of America – Apprenticeship (AGC), Working Wardrobes Thrift shop, PA Commercial Construction, Heritage Museum, Boys & Girls Club of Brea, Yorba Linda & Placentia, Anaheim Independencia FRC, Community Action Partnership, Monkey Business, Walgreen’s – (Santa Ana, Anaheim sites), CVS – (Santa Ana, Anaheim sites), Moxie Glam, Smart & Final, G.O.A.L.S., Costco, Crush Studios, Friendly Center, Anaheim Library, Goodwill Industries, Mesa Cold Storage, Orangethorpe Elementary School, and the Southwest Carpentry Union, as measured by the worksite manager. WEX sites, offered year round, also lead to the opportunity for direct hire employment following the completion of the paid job training experience. Today, several sites continue to employ previous Corpsmembers in WEX who are now Job Coaches, Managers, Drivers, IT Specialist, Administration Assistants, HR Clerks, Warehouse staff, and more within that company. Youth training at WEX sites complete a site agreement, orientation specifically detailing policies, and transitional assistance into competitive employment. OCCC WEX sites offer paid job training in opportunities that include in-demand industries identified in the Orange

County Regional Plan including Manufacturing (Aerotec site), Information Technology (Goodwill Industries), Healthcare (Children's Bureau ), and Hospitality/entertainment (Marriot).

We collaborate with the Marriott International serving all of Orange County, in collaboration with Human Resources Manager- Orange County to provide WEX training sites and direct hire within all of the hotels and offices throughout Orange County. Youth receive training in customer service, front desk operations, hospitality, and stewardship. Youth then have an opportunity to gain competitive employment following their training with the Marriot, as well as the Voyage Global Leadership program, including exposure to specialized training of several functions with our global hotel network. Marriott Hotels includes Four Points, Fairfield, Residence Inn, Townsend Place Suites, and Courtyard.

Corpsmembers also have an opportunity to join paid and volunteer disaster response assignments, as needed throughout the County and State. Each year certain community needs arise. Currently, Corpsmembers are completing projects in recently burned areas of north Orange County devastated by several wildfires. These projects help remove debris and fire fuel, clear and restore habitat, and require significant teamwork and coordination with the County staff, City staff, Crew Supervisors, fellow Corpsmembers and community members. Other projects include building emergency sand bags, removing fire fuel from dangerous areas, and cleaning up homeless camps from the Santa Ana Riverbed.

Letters of support from the City of Garden Grove's Public Works Facility Manager Ron Meislahn highlighting the efforts of the paid job-training program youth completed. Further Michael J. Byrne, Senior Management Analyst from the City of Irvine's Solid Waste and Recycle Program has provided additional support of the OCCC crews and paid job-training program. Numerous Corpsmembers have gone on to work for City and County Public positions related to environmental efforts, public works, and conservation technologies.

OCCC through our on-site partnership with the Orange County Department of Education, College and Career Preparatory Academy (CCPA) provide STEM training directly to Corpsmembers. Corpsmembers work in teams or "crews" to develop healthy teamwork skills, healthy communication skills, all a part of the STEM Workplace Skills found to be needed by Orange County companies and entrepreneurs (OCSTEM, 2019). Corpsmembers are required to participate in STEM workshop opportunities to prepare students for college readiness, including Common Core life skills, healthy communication skills, and to have the ability to solve problems. CCPA teachers recently completed the following STEM training courses in 2018: (1) two day training on the new California Social Science Framework and how the adopted social Science curriculum coincides with the new framework. (2) half-day training on the adopted English Language Arts curriculum and its online components. (3) staff were trained in the remedial reading program, MAX Scholar, to meet the needs of our students to improve literacy skills. (4) three day training on computer use in education. CCPA Principle Dave Conner provided a letter of support highlighting the partnership with OCCC and CCPA.

Each of the 23 OSY completing programs at OCCC, in collaboration with CCPA, is required to meet one-on-one with a CCPA instructor to improve skills, with an emphasis on STEM based practices and training. Each OSY receives a laptop computer to complete coursework, workshops and STEM based skills. CCPA staff enroll OSY students near completion of their high school

diploma in community college, with an emphasis “Increase staff and student utilization of technology in instruction and learning as demonstrated by teachers and students incorporating 21st Century skills of collaboration, communication, problem-solving, creativity, and character development into assignments” –Dave Conner, CCPA Principle, Orange County Department of Education, Division of Alternative Education.

OCCC recognizes another major hurdle to competitive employment in Orange County is a driver’s license, as nearly 80% of youth entering programs do not have a driver’s license. This challenge is especially pervasive for at-risk youth living in low-income neighborhoods. OCCC is currently developing a 3-year plan to develop urban forestry and arboriculture career development in partnership with West Coast Arborists, Orange County Department of Education and the Disneyland Resorts. The project involves tree planting and monitoring within disadvantaged or severely disadvantaged communities, reduction of Greenhouse gas, career development and driver’s education. If the grant is awarded through Proposition 68, OCCC plans to provide onsite driver’s education to all youth needing a driver’s license the OCCC campus.

OCCC offers multiple on-site collaborations with postsecondary institutions, directed at post-secondary educational certifications. OCCC collaborated with the North Orange County Regional Consortium for Adult Education (NOCRC), School of Continuing Education, to bring multiple certification programs to the OCCC campus. These courses included basic computer skills certification (Microsoft Word, Excel, Outlook, PowerPoint), Early Childhood classwork, IT Certification and other courses. NOCRC provide an on-site teacher, and cohorts of 12-20 youth completed certification coursework. OCCC also collaborated with Pomona Fairplex and the Water training program to provide on-site Water Technician and Water Distribution California State Certification. OCCC hired an state certified instructor to train cohorts of students to pass the Water Distribution 1 (D1) and 2 (D2) level testing requirements, as well as the Water Technician 1 (T1) and 2 (T2) level certification. The program was also supported by the Orange County Community Foundation, These efforts led to 21 youth participating in the program, youth gaining meaningful employment within the water treatment industry. Field site visits were also taken to various major water treatment facilities throughout the region.

OCCC offers multiple on-site collaborations with pre-apprenticeship programs. Associated General Contractors of America – Apprenticeship (AGC) completed on-site presentations, workshops, recruitments, and information session at OCCC. Several Corpsmembers have gone on to complete Journeyman apprenticeships with AGC. OCCC and CCPA have also collaborated with Local 441 International Brotherhood of Electrical Workers, with the most recent recruitment taking place at the OCCC campus on 1/31/2019 at 3:30pm to all active Corpsmembers (flyer attached to Attachment W).

On-site training for Corpsmembers in the conservation paid job training also receive hand tool training skills certification, 4-phase leadership development, workshops, financial literacy, incentives for multiple achievements, food and snacks, hydration flasks, uniforms, boots and safety training skills. Youth receive extensive training in orientation, as part of their on-boarding to the program. Staff meet Corpsmembers at the start of their first shift to provide additional support, answer any questions, assist with the time clock, and assist in the assignment of one’s Project Supervisor.

Santa Ana City Council Member Jose Solorio provided a letter of support of OCCC.

## 6. Alternative Secondary School Services (3 pages max)

The College and Career Preparatory Academy (CCPA) is an affiliate Charter School to the Orange County Department of Education/Alternative, Community, and Correctional Education Schools and Services (ACCESS). CCPA provides an educational program for those 18-25 years of age that have not yet completed a high school diploma. This program serves the targeted population with an independent-study model of instruction that provides the flexibility and support to work and participate in career training programs. CCPA supports its students in a way that focuses on one of the legislative intents in the Charter Schools Act, which is to “increase learning opportunities for all pupils.”

Through collaboration with a variety of partners, CCPA’s ability to meet the needs of its diverse population is strengthened. The most important partnerships are those formulated between teachers, students, parents, mentors and the community. The dynamics among these groups are critical to the planning, implementing and design of CCPA. Agency and community partners are vital to the academic and personal progress, and meaningful learning experiences for CCPA students. These partnerships provide guest speakers, mentors, field trips, career fairs, job shadowing, project-based learning experiences, internships and community service opportunities. CCPA partners with seven agencies through their federally funded workforce programs. Since its inception, it has impacted the lives of more than 600 young adults by giving them the opportunity to complete their high school graduation requirements, developing an Individualized Education Career Service Plan (IECSP), to connecting them with Workforce Innovation and Opportunity Act (WIOA) partners and the Orange County Conservation Corps, who assist them in career exploration and guidance, opportunities for skills training in high demand industries, and leading to a good job along a career pathway or postsecondary education.

CCPA opened its doors in the fall of 2018 at the OCCC educational campus, sub-leasing the facility. The majority of our students reside in the cities of Anaheim and Santa Ana. The school’s ethnicity breakdown consists of 79 percent Hispanic or Latino, 13 percent white, 2 percent African-American, 2 percent Asian, 4 percent multi-ethnic, and gender mix is equal. Sixty-seven percent of our students range in age from 18-20 years old, but also 17 percent of our students are age 23 and 25. The percentage of students classified as English learners is 38 percent, as low income is 92 percent.

CCPA teachers have received significant training within STEM and OC STEM, and Common Core. CCPA provides workshops, one-on-one weekly mentoring, and drop-in study times. OCCC students receive a personal laptop rental provided by CCPA. Youth can complete coursework at the campus, with WIFI capacity, or take their laptop computer with them to complete coursework at home or throughout the community. CCPA on-site staff includes Principle Dave Conner, who assists day-to-day operations, retention services, and dropout recovery. CCPA and OCCC collaborate to coordinate services in dropout recovery. Staff consistently weekly case management meetings, specifically targeting “hotspots” to provide appropriate interventions in reconnecting youth to services. Hotspots are considered someone at risk of falling out of services, experience crisis, or other immediate needs. CCPA and OCCC staff have received significant training in provided support to youth in crisis. OCCC staff have the ability to go to the OSY to provided

interventions. OCCC staff also call youth, providing mentoring services and counseling support to problem solve issues, provide referrals to address specific needs, as well as provided supportive services to address further barriers. OCCC staff provide pick up points at various locations throughout Santa Ana, Anaheim and Buena Park to help with transportation barriers. OCCC staff link parenting youth to various childcare providers including Orange County Head Start. OCCC supports mental health issues with directly linking youth to the Health Care Agency Behavioral Health Services for intakes and assessments. OCCC refers youth to several domestic violence shelters and hotlines to support young men and woman, provide psychoeducation regarding the "Cycle of Violence" and the negative effects of violence in the household on early childhood development. Program Specialist for OCCC's Anaheim WBD Grant are led by Ms. Veronica Yepez. Ms. Yepez own life experiences include domestic violence, low-income housing and now she possess the skills to help mentor, guide, and counsel youth to succeed in completing program outcomes. Ms. Yepez recently was honored as a guest speaker at the Ruth House of Hope and shared her own survival story from domestic violence. Ms. Yepez has served youth at OCCC for 8 years. Ms. Yepez also has a Bachelor's of Science in Accounting. She is a talented and passionate role model for the young adults, especially those experiencing "hotspots". Ms. Yepez has years of experience in dealing with crisis situations.

OCCC and CCPA provide quarterly back to school celebration events, as all the past students are given specific information needed to continue their educational goals. Staff BBQ and often hold icebreaker activities, complete tours and do everything in our power to re-engage youth in educational and employment programs. OCCC Program Manager Susan Soria often collaborates with local organizations, as she recently was able to get the radio station 97.1 to host a back to school event, which was featured on their radio station, and the campus held a friendly staff vs. Corpsmembers basketball game.

OCCC holds Youth Advisory monthly meetings to address improvement of services, increased participation of youth in programs, and innovation within the OCCC. Dropout recovery is also addressed in these advisory meetings, in which OCCC youth present ways to better improve retention services. OCCC have raised funds to host a "prom" night, which Working Wardrobes was able to collaborate in donating dresses for the ladies, and suits for the men. The event provided retention services, providing a lot of excitement for the youth who dropped out of school and were never able to attend their own prom. The event was ultimately a success, and featured in the Orange County Register.

The Corps job readiness and workforce preparedness training incorporates the SCANS Foundation Skills and the development of effective personal qualities:

**Basic Skills:** Corpsmembers will become competent in reading, writing, mathematics, speaking and listening.

**Thinking Skills:** Corpsmembers will develop the ability to think creatively, to learn, to reason, to make decisions and to solve programs.

**Personal Qualities and Leadership Skills:** Corpsmembers will develop individual responsibility, self-esteem, self-management, self-control, stress management, sociability and integrity through OCCC participation.

OCCC collaborates with the local Universities and Colleges to provide internship opportunities. Internships include students completing social work hours, organization development, and



counseling psychology. Interns have worked with students in the areas of personal, social-emotional counseling, group therapy, and crisis intervention. Interns also work on connecting youth with connecting students with services, as needed.

CCPA hosts an annual Governance Council Network Conference, which CCPA Principle Dave Conners hosts more than 60 community business leaders, school site administrators, community college outreach specialist and community leaders to gather in developing education, career preparation, workforce training, employment and STEM based-best practices. OCDE partner agencies are encouraged to network with employers to gain a better understand of what our community needs are today. CCPA youth are referred for services through this consortium.

CCPA and OCCC high school specialize in disability services, including when a student has an IEP. Special accommodations include one on one tutoring and support. OCCC also

In the past 5 years, OCCC has graduated nearly 450 youth with a California high school diploma.

## 7. Preparation for Postsecondary Education and Training (3 pages max)

OCCC provides integrated services to “at-risk” or “Opportunity Youth”. “Opportunity Youth - sometimes referred to as “disconnected youth” - are defined as people between the ages of 16 and 24 who are neither in school nor working. As of 2015, there are approximately 5.8 million young Americans [1 in 6 youth] who meet the definition of Opportunity Youth” (Bridgeland and Milano, 2012). Further, Substance Abuse and Mental Health Services Administration (SAMHSA) found adults under age 24 are the fastest growing segment of people experiencing homelessness, and may be at greater risk of homelessness than any other age group. In 2014, 34% of people experiencing homelessness were under age 24, according to Housing and Urban Development (HUD, 2012) report. SAMSHA further reports Opportunity Youth are “failing to build an economic foundation for adult independence”.

In these 29 years, OCCC has provided paid job training program support to over 8,500 Corpsmembers by instilling a strong work ethic, developing an individual’s self-worth, while providing the necessary experience and job skills to ensure that our young adults become successful candidates in the workforce. Corpsmembers receive an education, learn professional job skills, take critical steps forward to become an employed and self-sufficient adult; an asset within their families, as asset within their community, an asset for all of California.

The Santa Ana WIOA Participant will have the opportunity to earn several certificates of completion and/or accomplishments such as: California High school diploma/GED, Forklift, Chainsaw, Red Cross CPR/First Aid, Safe Serve Food Handlers, California State Guard Card, OSHA-10 hour (emphasized for Construction), and other job training readiness certifications. Each certification is individualized to advance each Participants progress towards their IEP and ISSP overall goals.

The OCCC organizational purpose is to empower young adults to become self-sufficient members of their community. The Corps accomplishes this by offering activities and organized instruction targeted toward the educational, professional, and personal development of youth. Some of the common and additional measures to be utilized to evaluate the success of this program will be as follows:

- Participants who are unemployed and out of school will become enrolled at the Corps and will successfully complete the OCCC paid work experience assignment, as measured by the Corps Crew Supervisor’s work ledger. The work of OCCC’s Corpsmembers help mitigate changing climate impacts through fire fuel reduction, flood protection, water quality, reforestation, habitat restoration, wetlands protection/reparation, wildlife and native species protection, homeless encampment cleanups, bottle/can, tire, E-waste, and oil recycling. All activities support reduction of Green House Gas and a lower-carbon footprint.
- Participants enrolled in the CCPA school will earn their high school diploma and will successfully co-enroll in post-secondary education as they get close to graduation, as measured by classroom instructors teaching records
- Participants will successfully acquire “soft” and “hard” occupational skills training needed to complete their assigned work projects (i.e. disaster response, habitat restoration,

construction, recycling, conservation projects, trail building), as measured by the WIOA Program Specialist and the Corps Crew Supervisor's evaluation records.

- Participants will successfully improve their basic skills and improve at least two grade levels on a standardized test, as measured by TABE tests and instructor records.
- Participants will successfully participate in multiple work and educational leadership experiences, as measured by a list of guest speakers, workshops, field trips, instructor's daily planning, and youth's portfolio.
- Participants will successfully apply for and received scholarships for post-secondary instruction, as measured by scholarship awards, post-secondary enrollment.
- Participants will successfully demonstrate leadership skills through various crew-based, peer to peer based, and team-based activities, as measured by Crew Supervisor and Program Specialist evaluation notes.
- Participants will successfully complete college preparation/financial aid/ apprenticeship training, College enrollment workshops, as measured by Program Specialist evaluation notes.

Post-secondary educational opportunities/activities which will be offered to WIOA participants also include:

- Earning credits towards and completing their high school diploma
- Earning scholarships for post-secondary opportunities
- Remediation of basic skills and individual tutoring in academic subjects needed
- Accompanying youth to make personal introduction and/or visits to individual offices/departments, community colleges, trade schools, universities
- Completing financial aid packages, waivers, grants
- On-site Social Workers to work with students in the areas of personal, social-emotional counseling which is greatly needed at our school site.

As we approach each OSY personal and professional development from a strength's based individual assessment, OCCC must be able to meet each person where they are in their development. Therefore, we have built an extensive network of partnerships within the Orange County post-secondary educational community, as mentioned in previous sections. Our years of experience have found that there are hundreds of career pathways that lead to a livable wage. We are often working with high school dropouts, and significant amount of time is taken to complete one's high school diploma and graduate. As we get close to graduation, our goal at OCCC is to provide co-concurring enrollment at the community college level. Our team helps with every step along the way to enroll a person in college, including taking tours and completing documents at the campus. FAFSA often requires parent taxes, or a waiver, which OCCC staff assist OSY in completing the entire process. Then our goal is to graduate high school, enroll in the counseling course at the local community college, pick a career pathway, and begin taking general education classes, earn credits, and find one's personal passion. Follow up services we continue to support youth in completing our first classes, enrolling in additional coursework, and helping with additional resources, crisis interventions, supportive services, ongoing emotional mentoring, as well as other follow up services.

OCCC have worked in collaboration with the Santa Ana, Fullerton, Cypress, Golden West, Rancho Santiago, and other Community Colleges to support youth in the enrollment of the community college process. We also help youth understand all the specialized training at the community

colleges including programs like the Nursing programs, HVAC, Auto-mechanical, and so many other programs, as these are career pathways to a livable wage in Orange County.

Another critical tool used at our campus is the benefit of an education. These numbers are highlighted at the campus: "College graduates, on average, earned 56% more than high school grads in 2015, according to data compiled by the Economic Policy Institute. That was up from 51% in 1999 and is the largest such gap in EPI's figures dating to 1973. Since the Great Recession ended in 2009, college-educated workers have captured most of the new jobs and enjoyed pay gains. Non-college grads, by contrast, have faced dwindling job opportunities and an overall 3% decline in income, EPI's data shows."

The OCCC Leadership and Development Team focuses on further skills acquisition. Each youth completes 4-phases of their development, ranked according to leadership components: work readiness, certifications, high school diploma, attendance rate, disciplinary write-ups, S.M.A.R.T. goal attainment, leadership activities engaged in at OCCC, and performance reviews. Each phase is represented by a belt, orange, green, silver and black. Team sports, including basketball and soccer tournaments, all-star games, staff vs. student games, and games against local area Conservation Corps are included in this, "phases process." Youth are encouraged to participate in team activities to bring out the best in their social, emotional, and physical wellness. Annual picnics, holiday party meals, family Christmas and Thanksgiving meals allow for Corpsmember appreciation events, recognition for achievement, and phase advancement.

The Laguna Canyon Foundation's Executive Director Hallie Jones has provided a letter of Intent to continue support including educational training for Corpsmembers in conservation, environmental stewardship, and habitat restoration. OCCC and The Laguna Canyon Foundation complete several extensive training programs a year for youth in programs, followed by hands on training in habitat restoration, trail restoration, and natural science (erosion, water science, native vs non-native).

Josh Volp, Director of Operations, has served OCCC for over 20 years. In those years, Josh has nearly seen it all. "Crews" of Corpsmembers are assigned to individual Crew Supervisors, and many of the Crew Supervisors were once Corpsmembers. Josh rewards strong work ethic, and often hires Corpsmembers who show strong leadership, initiative, and drive. Josh takes pride in a job done right, which is the culture within OCCC. Project Supervisors, who have graduated from the OCCC program and gained competitive employment at OCCC, often provided additional support and training to Corpsmembers because they have lived experience. They provide peer to peer services that allow more compassion, understanding, empathy, and ability to overcome barriers. Nearly all of the Program Supervisors are previous Corpsmembers. This level of peer to peer is a pillar and driving force in the recovery model in supporting people with disabilities, as nearly all Corpsmembers entering programs live with a disability.

**8. Tutoring (1 page max)**

Santa Ana OSY will receive tutoring from The College and Career Preparatory Academy (CCPA) on a weekly basis one hour per week with a CCPA teacher. OSY and CCPA will review the weeks progress in coursework, answer questions, explain topics, provide feedback on test scores and results, teach STEM based fundamentals of Common Core, develop a safe and trusting relationship, and ultimately lead to completion of each course. Tutoring will improve TABE literacy and numeracy skills from pre to post test. CCPA facilities also have the ability to provide additional support in tutoring through use of software programs. At times, these programs are able to meet certain grade level numeracy development goals. For example, the computer lab has a mathematics program that provide visual queues rather than word problems to develop basic 4-5<sup>th</sup> grade numeracy skills. Further, when accommodations are needed due to Individualized Educational Plans (IEP), CCPA teachers are able to accommodate those needs based on the specific plans in the IEP.

Program Specialist will also provide tutoring services for OSY considered below “basic skills deficient”. One-on-one tutoring is available at both the campus and OCCC headquarters in a private room, conference room, or at the computer labs, based on the OSY preference. Program Specialist also have the ability to tutor youth off-site at a location more preferable to the youth.

## 9. Mentoring (1 page max)

OCCC has provided mentoring services for 29 years. OCCC Program Specialist, OCCC Project Supervisors, all CCYS staff, and OCCC administrative staff have all taken on mentorship roles. OCCC has built a strong network of community partnerships to address challenges, crisis, and barriers each youth face. OCCC case managers and staff have helped the most difficult cases, the most challenging, heartbreaking, and tenacious participants at OCCC. We approach each case individually, understanding that life's struggles will happen while in the program, yet challenge our youth to give us their best. At OCCC we hold each participant accountable. We seek, and expect the absolute best out of our youth. We challenge our youth to take pride in the work they complete.

Homelessness is a significant burden to our youth. We often recognize one's strength of resilience to build on their self-esteem if they are completing a program while living on the streets. It is an incredible accomplishment. To address this need, in 2018 we started partnering with Citynet, in collaboration with the City of Anaheim, Mercy House, and the Health Care Agency to link our homeless youth to services. Through the Orange County 211 referral system, a VSPDAT can be completed and we can link them to additional support in the community. We have successfully linked youth to supported housing programs, as well as transitional and emergency housing programs. We rely on the Fullerton and Santa Ana Armory in the cold seasons for emergency shelter. We also refer to shelters, as a few more have opened in the past 6 months. We have had housing programs present at all staff meetings as well.

Mental health issues and homelessness are often tied closely together. Our staff have received mental health first aid training, and continue to support youth in connecting to the Health Care Agency for mental health services. The health care agency and probation departments also provide referrals to youth in recovery services, as OCCC is willing to support youth with multiple barriers. OCCC staff have taken and sat with youth through initial intakes at the mental health clinics, as there can often be significant stigma attached to the initial meeting with a mental health professional. We also bring mental health providers onsite to present and help.

OCCC partners with the Department of Child Support Services to assist young men and women with custody issues, child support issues, and other significant barriers facing a young adult. Substance abuse is a major coping strategy among at risk youth. In the past we have hosted AA meetings onsite, referred directly to Drug and Alcohol treatment programs, NA meetings, and Co-occurring support with the health care Agency. Often times youth are in significant denial, not understanding the risk they are in if they continue to use. We provide psychoeducation using our own lived experiences, as well as the leadership of our youth who are in recovery. OCCC Corpmember of the Year in 2017 entered the program homeless and drinking daily. Through his recovery, he was often able to speak directly to our youth in crisis about his own recovery. Because youth spend 6-9 hours a day in a healthy program, they often become their own mentors and friends. At times they will also reach out to staff to alert when someone may be at risk, and further interventions are provided by OCCC staff.

Domestic violence and gang violence is another major barrier. We've created a safe haven from that life-style. We offer a large network of community resources. We challenge youth to change.

## 10. Workshops (2 pages max)

School's First Representative provides intensive financial literacy through our multi-year partnership. School's First outreach team offers multiple topic-specific workshops (establishing credit, buying your first car, opening a banking account, starting your own business, interest rates, overdraft fees). We offer a financial incentive for opening a bank account, often inviting several local banks to the campus to help teach youth the benefits of a bank account. As we understand at-risk youth are extremely vulnerable to financial predators, over the years we have established a deep trust in our financial partnerships to ensure youth receive concrete information from trusted people in financial literacy, and that we have a working relationship for our youth. Workshops are provided on a monthly and at times quarterly basis, depending on Wells Fargo availability.

OCCC teaches the Corps to Career workshop series, including workshops on owning your own business. If there is one thing that is clear, youth are extremely resourceful. Many young adults know how to run their own business, yet lack some of the fundamental skills needed to maintain a healthy business over the years. The Corps to Career workshop on Entrepreneur skill training focuses on the "soft" and "hard" skills needed to be your own boss. Corps to Career workshops cycle through a gamut of topics throughout the series before restarting again.

OCCC reiterates the fundamental point that education leads to increased wages. This point starts at orientation, and continues throughout one's time at OCCC in various Corps to Career workshops. Orange County's livable wage is increasingly going higher and higher into the mid 20's, and therefore information regarding labor markets that pay well above the livable wage, especially the markets within the high demand industries (Construction, health care, IT, hospitality/entertainment) are emphasized. Apprenticeship workshops are also given on a quarterly basis.

Parenting classes, family planning, as well as long term financial planning, are a part of the ongoing Corpsmember development program. These workshops and services are available on an on-going basis. OCCC also has a 6-series work readiness class with Working Wardrobes, which ends with a fashion show in which all of the women get to attend, dress up, get their hair done, and be a part of a special event with the community.

Worker's Rights/Labor Laws are completed in OCCC program orientation, completed every two weeks, for multiple hours per session, including a post-test and copies of one's rights, the laws, signed for both Corpsmembers and the organization. OCCC also often has guest workshops with various agencies which touch on these topics including Goodwill of Orange County Human Services department. The representatives often presents an HR perspective as well as an employer's rights perspective to teach youth how to approach interactions with Human Resources.

OCCC also facilitates monthly guest speakers to present on various topics including health, wellness, careers, colleges, and much more. For example, Planned Parenthood is currently providing their workshops to the entire youth body regarding health resources. In the past Human Options and other agencies have completed domestic violence presentations to the entire youth, which have created intense reactions from our youth who have experience sexual assaults, domestic violence assault, as well as challenged the culture of abuse within some low-income communities. These workshops often feature healthy options including creating a safety plan,

getting help and getting out of an abusive relationship. These workshops are presented on a quarterly rotation, as the organization is available to present.

The Corps to Career workshop series goes into significant depth about personal and professional development. Topics covered include attitude, safety, communication, initiative, cooperation, appearance, work quality vs. quantity, attendance, personal accountability, work ethic, work readiness, leadership skills, disability awareness, volunteering in the community, responsibility, career pathways, certifications, post-secondary education, civic engagement, community. Throughout all of these workshops, analytical skills at the workplace are presented at various topics. Youth are also encouraged to participate in volunteer opportunities throughout various OCCC partnerships to further their development, and achieve leadership skills as part of the Corps to Career model. OCCC also host guest speakers who have significant barriers and disabilities, to provide a common ground of resilience and hope. To show that people in very tough situations can overcome anything, achieve anything they set forth in accomplishing, and motivate our young adults to become leaders of tomorrow.



## 11. Civic Engagement or Leadership Development (2 pages max)

The OCCC Leadership and Development Team focuses on further skills acquisition of each Corpsmember in the program. Every Corpsmember starts with an orange belt at Orientation. Each youth completes 4-phases of their development, ranked according to leadership components: work readiness, certifications, high school diploma, attendance rate, disciplinary write-ups, S.M.A.R.T. goal attainment, leadership activities engaged in at OCCC, and performance reviews. Each phase is represented by a belt, orange, green, silver and black, with black belt representing the highest level of personal and professional development. Social events, team sports, family events and participation including basketball and soccer tournaments, all-star games, staff vs. student games, and trivia games are included in this, "phases process." Youth are encouraged to participate in team activities to bring out the best in their social, emotional, and physical wellness. Annual picnics, holiday party meals, family Christmas and Thanksgiving meals allow for Corpsmember appreciation events, recognition for achievement, and phase advancement.

Each phase of leadership and development takes on new challenges. Program Specialist, CCPA teaching staff, Project Managers and Leadership and Development Program Manager all work together to support a youth's development through his time at the Corps. The second phase, "Green belt" includes 30 days of perfect attendance, which is also an incentive goal, a good work and performance evaluation, and personal growth & development, as determined by staff engaged with the Corpsmember. The green belt also requires completion of workshops, leadership development with your program specialist, and work readiness components.

The third phase of the program, the "silver belt" includes an additional 30 days of perfect attendance, good work and performance evaluation, personal growth and development (physical, mental, educational), completion of a State Recognized Certification, multiple Corps to Career workshops leading to the development of a personal portfolio, and additional career and post-secondary workshops. Additional financial literacy gains, and additional leadership development are also required. The final belt, the "Black" belt requires an additional 30 days of perfect attendance, good work and performance evaluation, personal growth and development (physical, mental, educational), completion of one's personal portfolio and additional competitive employment workshops to prepare for interviews and competitive employment. All youth participate in the leadership and development.

OCCC also participates in civic engagement. On election day, and leading up to election day, special efforts are made to educate youth on the civic duties one possess as an adult, informing youth on local and national voting rights, where to vote, as well as allowing television time to follow the day's election news. All Corpsmembers participate in these election days.

Another civic engagement OCCC creates is flying a group of 2-4 Corpsmembers to Sacramento to meet with the other 14 Conservation Corps and tour the State Capital, meet with legislators, compete in educational activities, often meet with the Governor and other legislative leaders and policy advisors shaping California, and allow for dialogue between Corpsmember and one's representative.

**12. Supportive Services** (1 page max) O. Will your organization provide supportive services to youth such as gas cards, bus pass, childcare assistance, etc.? If so, please describe.

OCCC provides supportive services to youth, including gas expense reimbursement, monthly bus passes, housing support, childcare assistance. Supportive Services comply with WOA Regulations: 663.805: support service may only be provided to individuals who are: participating in core, intensive or training services; unable to obtain supportive services through any other programs provided such services; when they are necessary to enable individuals to participate in the WOA program. Supportive services are available to youth throughout the 12-months in program, as well as the 12-months in follow up after exit. OCCC has provided supportive services and has extensive history in providing this service with care, accountability, and accuracy. At times very special cases will arise, in which the Supportive Services processing procedure will be followed, as with all supportive services (Please see attachment G).

**13. Incentives** (1 page max) A. Will your organization provide incentives to youth for accomplishing program benchmarks or personal goals? If so, please describe.

B. Include the Incentive Policy as Attachment H.

OCCC provides incentive to youth for accomplishing program benchmarks or personal goals. Nine total incentives are offered to youth in programs. The following incentives are offered:

Perfect Attendance for entire month \$50

Driver License Incentive \$50

State Recognized Credential/Certification \$50

Placement in Employment \$50

Open a Bank Account \$50 (limit one account)

Parole/Probation Discharge \$50

Completion of Work Readiness Curriculum/Career Exploration/ Corps to Career \$50

Post-Secondary Education \$50

Education Program Incentive \$100

Any specific rules for each incentive are included behind attachment H.

**14. Follow-Up Services (3 pages max)**

Each participant will be eligible for 12-months post exit follow up services. Follow up services include but are not limited to: Leadership Development, Regular contact with participant's employer addressing work related problems, work related peer support groups, tracking progress of youth in employment and training, supportive service activities, assistance in securing better paying jobs, career development and further education, and adult mentoring. Follow up services will be captured by Program Specialist at four time intervals: 90 days into follow up (1<sup>st</sup> quarter), 180 days into follow up (2<sup>nd</sup> quarter), 270 days into follow up (3<sup>rd</sup> quarter) and 360 days into follow up (4<sup>th</sup> quarter). Employer names, job title, wages per hour and hours per week will be tracked throughout all 4 quarters of follow up services by the Program Specialist. Additional comments regarding participant progress will be provided in the file worksheet, and documented in individual case notes. Case notes will be captured throughout participants time in the program, as well as follow up services. Incentives, supportive services will be provided during follow up services. Program Specialist will continue to maintain excellent rapport with each participant in follow up services, to continue to be able to track and maintain engagement in the program through the 12 months of follow up services as well as, to update and complete their Individual Service plan goals. Program Specialist will mentor participants to continue each individual goal attainment.

Program Specialist will provide regularly scheduled follow up appointments with the participant to monitor progress. As a Workforce Innovations and Opportunity Act service provider, the OCCC for nearly a decade, has successfully partnered with the Workforce Investment Boards of Orange County, Anaheim and Santa Ana. We have developed comprehensive metrics within individual case management to meet and exceed the strict guidelines and expectations of these reentry contracts. We will use these same metrics and internal reviews to conduct our project evaluation and provide measurable outcomes for this project. Youth will continue to be stimulated to attend job retention workshops, career advancement and training opportunities, guest speaker presentations, peer support groups, individual follow up meetings on a monthly, if not more frequent, time period. If a participant were to still need to obtain performance goals, Program Specialist will continue to provide excellent customer services, maintain a working relationship, and continue to mentor and motivate youth to exceed the goals set forth within the ISS.

**15.WIOA Performance Indicators (3 pages max)**

OCCC has a rigorous 15-point recruitment plan to meet the (23) youth enrolled by December 31<sup>st</sup>, 2022. Once a Santa Ana resident youth (or homeless youth) enters facilities, the screening, assessment and linkages process takes place with Mr. Garcia as follows:

1. Prospective participant completes and submits the Orange County Conservation Corps online application or walk in application.
2. The Intake/pre-screening process begins. The Program Specialist determines eligibility for the Santa Ana WIOA Youth Program.
3. Topics discussed during the intake process are as follows: eligibility requirements for program services; what each youth expects upon arrival; an overview of the program mission; expected results/outcomes (employment, obtaining credentials, higher education attainment) and a description of both the youth's and case managers' responsibilities.
4. During the intake process, the Program Specialist has the opportunity to discuss important issues in detail and identify the youth's goals. Program Specialist conducts an interview using a questionnaire.
5. Once the youth is deemed eligible to be enrolled in the WIOA youth program, registration in CalJobs and selective services is verified. If youth is not enrolled in CalJobs or selective services Program Specialist assists in registration as necessary.
6. Program Specialist will then go over eligibility checklist and determine what documents the youth should bring to the next appointment to process enrollment e.g. parenting youth (children's birth certificate or social security card), disability (IEP/504 plan form), emancipated or foster youth letter, pregnancy (doctors note), homeless (individual statement, written statement from shelter or social service agency and applicant statement as a last resort), substance abuse (a letter from a drug or alcohol rehabilitation program) and offender (self-certification, applicant statement, court documents).
7. Program Specialist provides the youth an orientation information packet with work responsibilities and expectations.
8. If youth is a High School drop-out, the Program Specialist assists youth in requesting unofficial transcripts.
9. Program Specialist meets with youth to process enrollment. The following forms are provided to the youth to be signed and completed: Eligibility Checklist, WIOA application, pre-application, program overview form, Equal opportunity form, grievance form, Information release authorization form, program overview form and high poverty index area determination using Census Tracts), selective service print-out, right to work documents (ID, SSC, Birth Cert, and or/passport), proof of income (if applicable), applicant statement (if applicable), objective assessment (TABE Test), other eligibility Docs.
10. The youth completes an Individual Service Strategy (ISS); which allows the youth to identify their interests and goals, skills and abilities and personal characteristics. The youth completes an objective assessment (TABE test) of literacy and numeracy skills and the ONET, Work Readiness pre-test.
11. Once completed, the Program Specialist provides the eligibility forms to the City of Santa Ana for approval.

**16. Prior Outcomes (1 page max)**

For the past 15 years OCCC has met and/or exceeded all contract measures, and actively meets all current contract obligations from 2021-22 and follow-up services from 2020-21 Youth. OCCC staff and services continue to deliver to most disenfranchised youth through the WIOA contracts year over year, in a long standing track record of excellence and full-contract delivery.

**A Substantial Track Record with Anaheim Workforce Development Board (WDB):**

OCCC has an outstanding track record in meeting contract deliverables. OCCC currently administers the 2021-22 and 2020-21 WDB Workforce Innovations & Opportunity Act (WIOA) Youth Programs. OCCC was awarded 27 youth slots in 2021-22, and is in follow-up services with 25 youth completing services within the 2020-21 WIOA Youth contract. OCCC has served the Anaheim WDB WIOA Youth Programs grant going on 11 years. OCCC has exceeded and/or met expectations of the RFP all 10 years. In these 10 years serving Anaheim WDB, OCCC has served 374 youth through our partnership.

**17. Fiscal Competency (1 page max)**

OCCC has dedicated accounting software MIP500, timekeeping software NovaTime3000, and payroll systems M3 to manage our fiscal responsibility. ClientTrack on-line database, internally developed forms and custom databases will track a wide variety of program and grant outcomes. With multiple revenue streams, (federal, state, and local), the OCCC utilizes fund accounting to allocate, capture, and report fiscal data. Fund accounting allows expenses to be tracked and allocated to individual funding sources using a specific fund account and project code(s) for that fund account.

OCCC currently administers several other California State, local, private and Federal contracts. Contracts include intensive disaster response projects, State recycling projects, County restoration and trail building assignments, and much more. All finances have been overseen by Tony Huynh for the past 16 years as Chief Financial Officer (CFO). Tony has his Master's degree of Business Administration (MBA), with an emphasis in Finance from Pepperdine University and all WIOA services are directly reported under California's reporting guidelines. Tony has been in financial management within Non-profit organizations for over 25 years and at the OCCC currently operates an annual budget of over \$5 million dollars. In 29 years of operating, OCCC has outstanding ethical business standing with Federal, State, County, and City records, with no issues to report. OCCC, having completed over 20 combined years of contractually comparable services to this proposal, and has the technical experience to fully deliver on another year of services.



## **Orange County Conservation Corps Paid Work Experience Policy**

### **Purpose:**

To establish guidelines for the paid youth work experience of any grant program governed by WIOA regulations or alternative funding and to provide youth with meaningful work experience in order to assure the successful completion of our program.

### **Eligibility:**

- An individual must be WIOA eligible and enroll with Orange County Conservation Corps (OCCC) or eligible for our general enrollment.
- An individual must have legal right to work in the United States and be able to furnish proof upon enrollment in the program
- As it is with all WIOA services and our general enrollment, provision of services is not an entitlement.

### **Placements:**

- All participants will start at the current state of California minimum wage (as of January 2022, it is \$15.00 per hour) and will be provided paid sick leave.
- All participants may be work up to 29 hours per week.
- All participants enrolled under the WIOA will have the opportunity to work at a minimum 6 weeks and not exceed 45 weeks or a maximum of 900 hours. Exception will be made on a case by case basis.
- All other participants enrolled in our general program will have up to one year to complete the program. Extension may be requested.
- All placements will be made based on the individual interest and plans developed with Case Manager/Program Specialist to support the youth in the career exploration and achievement of their goals. Placements will be available on OCCC crews and worksite partner organizations.

### **Roles and Responsibilities:**

Case Manager/Program Specialist is responsible for:

- Assessing and keeping record of youth's work experience needs and placements.
- Inform participant of the OCCC policies and formal procedures.





- In collaboration with the Placement and Recruitment Specialist and other staff, refer youth to placements. (Attachment A – Worksite Referral Form)
- Providing counseling and guidance.
- Monitoring worksite compliance of labor laws and compliance with job description duties. (See attachment A1)

Participant is responsible for:

- Providing necessary documentation to assess eligibility and maintain legal right to work throughout duration of the program involvement.
- Follow OCCC's procedures and protocols (attachment A2 – Corpsmember Worksite Agreement).
- Respect and cooperate with supervisor and fellow co-workers.
- Perform the very best of his/her abilities.
- Report and incidents or accidents to the supervisor and/or Case manager/Program Specialist.

Placement and Recruitment Specialist is responsible for:

- Managing relationships with worksite representatives.
- Ensure all proper MOUs are in place and all policies are followed.
- Monitor and report all activities of youth at worksites to the case manager.



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## **WIOA Supportive Services Policy and Procedures**

*Effective 12/29/20*

### **Purpose:**

To establish guidelines for the issuance of supportive services to youth enrolled in a WIOA funded program and are actively engaged in WIOA Title I activities and/or post-exit follow up services.

### **Procedures:**

#### **ELIGIBILITY:**

1. To request and receive support services, a participant must be actively enrolled in one (1) or more of the fourteen (14) required program elements, including during follow-up services.
2. Supportive services will be approved upon verification of enrollment and participation in required program elements, when necessary for youth to participate in required program elements, and when the youth is unable to obtain supportive services through any other program or agency.
3. Provision of support services is not an entitlement and it will be determined what supportive services are reasonably required for youth based on individual need, assessment results, and the Individual Service Plan (ISP).

#### **AVAILABILITY OF FUNDS AND ASSESSMENT OF NEED:**

1. All Support Services not offered through OCCC are processed on a reimbursement basis.
2. Support services are delivered contingent upon the availability of funds.
3. Initial assessment of need will be determined by the Program Specialist. The need for services will be recorded on the Individual Service Plan (ISP) and through on-going assessment.
4. The Program Specialist is responsible for determining if transportation is a significant barrier to participation in required program elements, and whether or not the youth were unable to obtain services through another program or agency.
5. Supportive services may be provided while a participant is enrolled in one or more of the 14 elements, including when a participant has exited the program and is eligible for follow up services. Supportive services must be determined based upon the individual and must include a review/assessment of the participant's need for supportive services to meet goals and documented in the case file. Supportive service obligations and expenditures are to be tracked separately and are subject to the additional policies below.



- b. Processing payment and use approved contractor policies.

## **SUPPORTIVE SERVICES: TRANSPORTATION**

### **1. Bus Passes**

- a. One 30-day bus pass will be issued per month.
- b. In the event the participant loses a bus pass, the participant will be charged for the cost of the replacement, except at the discretion of the Case Manager and approval from the Program Manager.
- c. Program Staff is responsible for issuing the bus pass and completing the information necessary on the bus pass log, the bus pass receipt form, and the voluntary deduction agreement form, if applicable.
- d. Copies of the bus pass receipt and Supportive Services Request Form (and voluntary deduction agreement, if applicable) will be kept in the participant file.

### **2. Gas Reimbursement**

- a. Participants are eligible to receive a gas reimbursement for up to (\$50) every 30 days.
- b. Program Specialist submits supportive service request form to the Program Manager for approval.
- c. Every time a gas receipt is approved, the Participant is required to sign the gas receipt form. The gas receipts are attached to the gas receipt form.
- d. To be eligible to receive another gas reimbursement, the Participant must submit all receipts and/or provides a photocopy of the receipts.
- e. The gas receipts must total the equivalent amount of gas related purchases in any amount not to exceed (\$50) per month.
- f. The Program Specialist keeps the gas receipt form, gas card receipts, in a binder and provides copies to payroll.
- g. The Program Specialist is responsible for updating the binder with the forms and receipts to verify the participant's request for another gas reimbursement. Copies of the gas receipt form and gas receipts are included in the grant files.

### **Other:**

All supportive services under WIOA Supportive Services will be provided at the discretion of the Programs Manager and/or other Executive Staff. Other supportive services in addition to the ones mentioned above will follow the same procedures when applicable.



## Incentive Policy

*Effective December 22, 2020*

### **Purpose:**

Incentivize youth for the attainment of performance indicators and/or key benchmarks toward those outcomes (including but not limited to attainment of employment skills and goals, mastering competency levels, participating in unpaid career exploration activities, etc.). Encourage youth to participate in activities throughout program duration, including post-exit follow-up for up to 12-month and/or based on contractual/agreement for obligations/deliverables.

### **Procedures:**

An incentive is a payment to a participant for the achievement of established and measurable goals as a result of program participation. The incentive must be linked to achievement and must be tied to training and/or education, work readiness skills, and/or occupational skills attainment goal as identified in the Individual Service Plan (ISP) or Incentive Listing. Such achievements must be documented in the participant's file as the basis for an incentive payment. All incentives are awarded in the form of a prepaid card.

Incentives may be awarded for, but are not limited to, the following goal accomplishments as a result of program participation:

- Attainment of degree or recognized certificate
- Placement in employment or education
- Significant accomplishment – reference ISP or Incentive Listing

OCCC Youth Incentive plan ensures the following:

- a. All incentive payments must be relevant to the results of the objective assessment of each participant's ISP.
- b. All incentive details must be specified in the participant's Incentives Log, including the amount that was provided, the funding source used, and the participant's acknowledgment of receipt.
- c. Participant records (ISP/Case Notes/Incentive Log) and financial records on incentive payments must be made available for review by local, state, and federal monitors and must meet financial management standards including tracking of actual expenditures



against budgeted amounts and support for accounting records to ensure proper charging of costs.

### **Incentive Services Processing**

1. **Program Specialist** is responsible for:
  - a. Informing participants of incentive services policy and the required documentation needed to justify services.
  - b. Assessing and recording incentive documentation.
  - c. Keeping a log of all incentive services received by each participant with a running total value.
  - d. Filing copies of proof of attainments of goals for incentive services (when applicable) in the participants' files.
  - e. Collecting and reviewing all documentation for accuracy.
  - f. Submitting the Incentive Request Form for review and approvals.
2. **The participant** is responsible for:
  - a. Securing proof of incentive attainment to receive an incentive.
3. **Finance/Other Staff** is responsible for:
  - a. Ensuring a strategic process of establishing incentive plans for the youth participants to support the best utilization of incentives based on budget constraints.
  - b. Reviewing and approving all Incentive Requests before submittal to the finance department.
4. **The Fiscal Officer** is responsible for:
  - a. Verifying the availability of funds and notifying the Program Specialist and staff.
  - b. Processing payment/billing.

### **Other:**

All incentives are based on participant needs and certificates earned. All incentives will be provided at the discretion of the Program Staff and/or other Executive Staff.



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### Incentives

*Effective July 1, 2019*

#### **Attendance Incentive - \$50**

CM must have perfect attendance for both work AND school during an entire month for CM who are in school. CM must have perfect attendance for scheduled work only for CM who is not in school. No absences are allowed (including excused absences & Leave of Absences).

#### **Credential/Certification Incentive - \$50**

CM must successfully earn a state-recognized credential or certification.

#### **Driver License Incentive - \$50**

CM must obtain a Class B or Class C Driver License while enrolled with the OCCC.

#### **Education Program Incentive - \$100**

CM must earn a High School Diploma while enrolled at the OCCC.

#### **Open a Bank Account - \$50**

CM must open either a checking or savings account while enrolled at OCCC. Participant must submit proof of new account. CM will not be eligible for existing accounts or opening additional accounts.

#### **Placement in Employment Incentive - \$50**

CM must maintain employment and submit proof of employment at time of incentive processing.

#### **Post-Secondary Education - \$50**

CM must submit proof of enrollment and class schedule

#### **Completion of Work Readiness Curriculum/Career Exploration Activities/Life**

#### **Skills Activities - \$50**

CM must complete all workshops assigned and submit completed checklist

#### **Parole/Probation Discharge Incentive - \$50**

CM must be discharged from probation or parole while enrolled at OCCC.

#### **Others – Management Discretion – Amount TBD but not more than \$50**

At the discretion of management, certain accomplishments and attainments not listed above may be given, when it is determined that the participant has made great stride in the program.



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## Purchasing Policy

Effective 07/01/2019

### Policy Purpose

The purpose of the purchasing policy is to set standards and guidelines for the procurement of supplies, equipment, or services and to ensure that they are obtained as economically as possible through an open and competitive process. This policy ensures they are managed with good administrative practices and sound business judgement and in absent of any conflict of interest. It also ensures purchases will meet any special contractual obligations and associated regulatory requirements.

### Policy Scope

Purchasing policy covers both micro purchase (less than \$10,000) and small purchase (greater than \$10,000 but less than \$250,000). Other contractual requirement might be enforced in lieu of this policy, such as CalRecycle anything greater than \$5,000 will requires bids or approval for sole source.

### Policy Procedure

#### Micro Purchases:

- None routine purchases will need to be approved by managers/directors (can be verbal or in writing).
- Routine purchases can be executed based on operational needs including time and effort
- Periodic price sampling for small purchase should be done on a minimum annual basis
- Ensures compliance with all contracts

#### Small Purchases:

- All small purchases in excess of \$10,000 but less than \$250,000 will need to have three bids if possible or sole source justification.
- Sole source will need to be justified and pre-approved especially by funder.
- Bids will be reviewed by the Chief Financial Officer or Chief Executive Officer.
- Award must be specially approved in advance by the CFO or CEO
- Ensures compliance with all contracts



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## Orange County Conservation Corps Procurement Policy

Effective 7.1.2016

The OCCC will maintain, follow, and enforce procurement procedures to efficiently purchase the equipment, supplies and prepaid cards needed to carry out the daily operations of the OCCC, ensure the OCCC is financially secure, operates within approved budget while maintaining a balanced budget.

### A. Code of Conduct

No employee, officer, or agent of OCCC shall participate in the selection or in the award or administration of any procurement if a conflict of interest, real or apparent, would be involved. Such a conflict could arise if the employee, officer, or agent; any member of his/her immediate family; his/her partner; or an organization which employs or is about to employ any of the above has a financial or other interest in the firm selected for award.

No officer, employee, or agent of OCCC shall solicit or accept gratuities, favors, or anything of monetary values from contractors, potential contractors, or parties to sub-agreements, except where the financial interest is not substantial or the gift is an unsolicited item of nominal intrinsic value.

Any alleged violations of these standards of conduct shall be referred to the Chief Executive Officer. Where violations appear to have occurred, the offending employee, officer or agent shall be subject to disciplinary action, including but not limited to: dismissal or transfer; when violations or infractions appear to be substantial in nature, the matter may be referred to appropriate officials for criminal investigation and possible prosecution.

### B. Procurement Procedures

The officer, employee or agent responsible for procurement of services, supplies, equipment, prepaid cards or construction shall review all proposed procurement actions to avoid the purchase of unnecessary or duplicative items.

All services and items will be purchased with consideration of these priorities:

1. Best value
2. Cash-on-hand status
3. Features and quality of the item
4. Willingness to meet billing, delivery, and service needs.
5. Minority or Woman-owned supplier.
6. Ability of vendor to support the Mission of the OCCC.





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Services and Items less than \$500:

Comparisons of prices, quality, and features can be made by visit, telephone, or by consulting advertisements and catalogues (including the Internet). All purchases must be made within budget guidelines. Written authorization (purchase request approval) and sales receipt confirming payment must be kept on file.

Services and Items (including prepaid cards) costing less than \$500 (routine purchases):

- a) A designated staff member shall identify two or three vendors who offer discount or competitively priced supplies. Staff shall routinely "shop" those vendors, looking for the best overall price on each order – though not necessarily on an item-by-item basis. Recommended once each year, the staff shall determine which two or three vendors in the area offer the most competitive prices.
- b) Nothing in the paragraph above shall prevent staff from taking advantage of lower prices from other vendors whenever better prices are available.
- c) When possible, staff shall attempt to negotiate discounts for large volume purchases, and should inquire about discounts for paying cash.
- d) All purchases must be made within budget guidelines. Written authorization and sales receipt confirming payment must be kept on file.

Services and Items (including prepaid cards) costing more than \$500 (infrequent purchases):

- a) A designated staff member shall obtain written quotes, interviewing, screening or advertisements from three vendors whenever possible. Notation of the process should be documented. Purchase decisions shall be made on the basis of the most advantageous purchase for OCCC, based on the above priorities.
- b) Nothing in the paragraph above shall prevent staff from taking advantage of lower prices from other vendors whenever better prices are available.
- c) When possible, staff shall attempt to negotiate discounts for large volume purchases, and should inquire about discounts for paying cash.
- d) All purchases must be made within budget guidelines. Written authorization and sales receipt confirming payment must be kept on file.

Sole Source Procurement

The use of a sole source supplier is discouraged, and requires authorization of the Chief Financial Officer or Chief Executive Officer. Requests for sole source procurement must include the reason for the lack of competitive information and justification for the selection.

**C. Authorization**

- a) Staff Authorization: The Chief Executive Officer may, at his or her discretion, give one or more staff members purchase authority for purchases.
- b) Funds for all purchases must appear in the current board-approved budget.

**D. Unauthorized Purchases**

**YSPN MEMBER PERFORMANCE PLAN 2022-2023****Orange County Conservation Corps**

<b>WIOA YOUTH POPULATION</b>		
<b>Youth Population</b>	<b>Ages</b>	<b># of Youth to be Served</b>
<b>In-School</b>	16-18	
<b>Out-of-School (75% minimum)</b>	16-24	23
<b>TOTAL NUMBER OF YOUTH TO BE SERVED</b>		

<b>PROJECTED ENROLLMENTS &amp; EXPENDITURES</b>		
<b>(NOTE: 100% OF YOUTH MUST BE ENROLLED BY 2<sup>ND</sup> QUARTER-DECEMBER 31, 2021)</b>		
<b>Quarter</b>	<b># of Enrollments per Quarter</b>	<b>Estimated Expenditures per Quarter</b>
<b>1<sup>st</sup></b>	11	\$52,000
<b>2<sup>nd</sup> (100% Enrollment Required)</b>	12	\$57,000
<b>3<sup>rd</sup></b>		\$70,000
<b>4<sup>th</sup></b>		\$83,000
<b>TOTAL</b>	23	\$262,000

<b>14 WIOA ELEMENTS</b> mark a "x" next to the elements provided in your program	<b>PERFORMANCE MEASURES</b> (Projected Benchmarks subject to change Baseline=BL )
1. Tutoring, study skills training, dropout prevention strategies	1. % of Participants who are in education/training, or in unsubsidized employment during the 2 <sup>nd</sup> quarter after exit <b>Benchmark: 71%</b>
2. Alternative secondary school services or dropout recovery	2. % of Participants who are in education/training, or in unsubsidized employment during the 4 <sup>th</sup> quarter after exit <b>Benchmark: 80%</b>
3. Paid & unpaid work experience that have academic and occupational components, which may include: summer employment, pre-apprenticeship, internships & job-shadowing, or On-the-Job training <b>(20% of funds must be used for this element)</b>	3. The median earnings of Participants in unsubsidized employment during the 2 <sup>nd</sup> quarter after exit <b>Benchmark: \$4,400</b>
4. Occupational skills training—priority for recognized credentials aligned with sectors in-demand	4. % of participants who, during the program, are in education or training that leads to a recognized postsecondary credential or employment AND who are achieving measurable skill gains <b>Benchmark: 75%</b>
5. Education offered concurrently with workforce preparation activities	5. % of Participants who obtain a recognized postsecondary credential or secondary diploma during participation OR within 1 year after exit <b>Benchmark: 64.2%</b>
6. Leadership development-community service & peer centered activities	6. Effectiveness in serving employers <b>Benchmark: BL*</b>
7. Supportive Services	
8. Adult mentoring	
9. Follow-up services for not less than 12 months after exit <b>(required)</b>	
10. Comprehensive guidance & counseling drug & alcohol, etc.	
11. Financial literacy	
12. Entrepreneurial skills training	
13. Labor market information-career awareness and exploration	
14. Activities to help youth prepare for and transition to postsecondary education	

*\*Pending further State and Federal guidance.*

**COMPLAINT HANDLING  
UNDER THE  
Workforce Innovation Opportunity Act**

**Santa Ana Local Workforce Development Area  
Revised May 20, 2019**

**EXHIBIT C**

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# I. Information Regarding Complaints

## A. Nondiscrimination and Equal Opportunity Complaints

### 1. Policy Statement

In carrying out the purpose of the Workforce Innovation Opportunity Act (WIOA), the City of Santa Ana Local Workforce Development Area (LWDA) will establish programs to prepare youth and unskilled adults for entry into the labor force and to afford job training to those individuals facing serious barriers to employment. Every effort will be made to provide services necessary for eligible individuals to obtain productive employment.

In implementing WIOA, all contractors in the Santa Ana LWDA will foster equal opportunity and non-discrimination, as provided in State and Federal equal opportunity and non-discrimination laws including, but not limited to:

- Title VI of the Civil Rights Act of 1964
- Title VII of the Civil Rights Act of 1964
- The Age Discrimination Act of 1975, as amended
- Section 503 of the Rehabilitation Act of 1973
- Section 504 of the Rehabilitation Act of 1973
- Title IX of the Education Amendments of 1972
- Section 188 of the Workforce Innovation Opportunity Act of 2014

In keeping with our commitment, no individual shall be excluded from participation in, denied benefits of, subjected to discrimination under, or denied employment, in the administration or of in connection with any WIOA funded program because of race, color, religion, sex, national origin, age, disability, or political affiliation or belief.

Participation in programs and activities financially assisted in whole or in part under WIOA shall be open to citizens and nationals of the United States, lawfully admitted permanent resident aliens, lawfully admitted refugee, parolees, and other individuals authorized by the Attorney General to work in the United States.

No individual will be intimidated, threatened, coerced, or discriminated against because of filing a complaint, furnishing information, or assisting or participating in any manner in an investigation, compliance review, hearing or any other activity related to the administration of WIOA.

Administration responsibility for this Equal Opportunity/Affirmative Action (EO/AA) Program is delegated to the Equal Employment Opportunity (EEO) Officer for the Santa Ana local Workforce Development Area. Equal opportunity and non-discrimination, however, will only be achieved through leadership and implementation of a viable Affirmative Action Equal Opportunity Program.

## 2. Civil Rights

No one applying for or enrolled in the Workforce Innovation Opportunity Act (WIOA) programs may be discriminated against because of race, color, creed, disability, national origin, sex, age, political affiliation, or beliefs.

This means that – for any of the characteristics listed above:

- You may not be denied the opportunity to enroll in WIOA.
- No benefits or services may be denied you for discriminatory reasons.
- You may not be segregated or treated any differently from other applicants or participants, while you are being registered, interviewed, counseled or tested; or while you are working or attending classes as part of the program.
- You must be provided an equal chance to use all facilities available in the program.
- Fair employment practices must be provided to all staff with regard to recruiting, hiring, transferring, promotions, training, compensation, benefits, layoff, and termination.

You have the right to make a complaint if you feel you have been denied any of the above opportunities. You cannot in any way be penalized for filing a complaint. Your WIOA sponsor has established a mechanism for handling complaints and grievances. Your complaint must be filed within 180 days. All complaints will be handled confidentially.

## 3. Nondiscrimination Laws under WIOA

### Title VI of the Civil Rights Act of 1964

Prohibits discrimination on the basis of race, color, national origin, or religion.

### The Age Discrimination Act of 1975

Prohibits arbitrary discrimination against persons' age 40-70.

### The Rehabilitation Act of 1973

Prohibits discrimination based on disability.  
Title IX of the Education Amendments of 1972

Prohibits discrimination in any education or training program or activity receiving federal financial assistance.

OTHER CIVIL RIGHTS LAWS:

Title VII of the Civil Rights Acts of 1964

Prohibits discrimination in employment based on race, color, religion, sex, or national origin in all terms and conditions of employment and establishes the Equal Employment Opportunity Commission as the administrative agency.

White House Executive Order no. 11246 as Amended by Executive Order No. 11375

Creates the office of Federal Contract Compliance and prohibits discrimination based on race, color, sex, religion, or national origin.

Department of Labor Secretary's Order no. 4-73

Prohibits discrimination based on sex.

Equal Pay Act of 1963

Prohibits pay differential solely because of sex.

Emergency Employment Act of 1971

Prohibits discrimination based on race, creed, national origin, political affiliation, or beliefs.

4. How to File Your Complaint

- a. Put your complaint in writing.
- b. Have it sworn to before a notary public, if possible.
- c. Provides details that tell what happened, where it happened and when it happened.
- d. Give the name and addresses of all persons who were present or who had anything to do with the matter.

...Complaints on the basis of race, color, or national origin, age, sex, religion, political affiliation or belief, retaliation and citizenship, must be filed within 180 days of the alleged occurrence directly with:

Director  
 Civil Rights Center  
 U.S. Department of Labor, Room N-4123  
 200 Constitution Ave., NW  
 Washington, D.C. 20210

Complaints on the basis of disability must be filed within 180 days of the alleged occurrence. These complaints must be filed directly with the WIOA administrative entity. The WIOA administrative entity shall issue a written decision within 30 days of the filing of the complaint. If the complaint is still unresolved, an appeal may be made to the Chief of State Workforce Investment Division Office.

The Department of Labor, the Civil Service Commission, the Equal Employment Opportunity Commission, and many other offices and agencies are committed to assuring equal employment opportunities for all persons. They will protect you.

A case may be taken to court if the other processes do not yield satisfactory results.

You may hire your own lawyer, or if you cannot afford one, the court may appoint one for you.

It is unlawful for an employer, union, or employment agency to punish you or any witness for attempting to present the facts in a case.

YOUR CIVIL RIGHTS UNDER THE  
 WORKFORCE INNOVATION OPPORTUNITY ACT  
 Santa Ana Local Workforce Development Area  
 801 W. Civic Center Drive, Suite 200  
 Santa Ana, CA 92701  
 (714)565-2600

## B. Criminal Complaints

In accordance with the WIOA and the implementing code of Federal section 667.600.... Federal handling of criminal complaints and report fraud, abuse and other criminal activity. "All information and complaints involving fraud, abuse or other criminal activity shall be reported directly and immediately to the City of Santa Ana and the Secretary of Labor."

## II. General Procedures for Handling Non-Criminal Violations of the Act

The following procedure is promulgated to meet the requirements of Title 20, of the Code of Federal Regulations, Section 186 through 188 of the WIOA regulations, and Section 181 of the Act (Public Law 105.200: 29 U.S. Code Sec. 2931 et seq.) at the State and LWDA level for the receipt, investigation, hearing, and resolution of complaints by WIOA participants, sub



recipients, applicants for participation, or financial assistance, labor unions, community based organizations, or any other persons.

These procedures provide for resolution of non-criminal complaints arising from the operation of the Santa Ana LWDA.

A complaint is defined here as a written expression by a party alleging a violation of the Act, regulations promulgated under the Act, recipient grants, sub agreements, or other specific agreements under the Act, including terms and conditions of employment of such participants in employment training programs. All complaints, amendments and withdrawals shall be in writing. These procedures are intended to resolve matters which concern policies, procedures or action(s) arising in connection with WIOA programs operated by each LWDA grant recipient and sub recipient under the Act.

These procedures shall not be construed as affecting any other available legal remedy outside of the WIOA complaint process (i.e., disputes regarding terms and conditions of employment of any employee who is not a participant), either separately or simultaneously, that a person may wish to pursue in the resolution of a non-WIOA complaint. Also, these procedures do not restrict the LWDA grant recipient staff in carrying out informal discussion

Procedures do not restrict the LWDA grant recipient staff in carrying out informal discussion and resolution of any problems outside of and without resort to the formal complaint procedure.

A. The following principles and rules apply to all complaints at all steps of the complaint procedures:

1. All complaints must be made in writing within 180 days of the alleged occurrence, except complaints alleging fraud or criminal activity.
2. All persons filing a complaint shall be free from restraint, coercion, reprisal, or discrimination. Good faith efforts shall be made to informally resolve the complaint prior to the scheduled hearing. Complainants have the right to withdraw their complaints (in writing) at any time prior to the hearing. A complainant may amend his/her complaint to correct technical deficiencies but not to add issues.
3. Complainants shall have the right to be represented at their own expense by person(s) of their choosing at all levels of the complaint process.
4. Upon enrollment into employment or training, participants shall be provided with a written description of these procedures, including notification of their right to file complaints and instructions for filing.

An employer of participants, including private-for-profit employers of participants, may use this or other complaint resolution procedures so long as the participant is informed of the complaint resolution procedure they are to follow and the time frames governing review of complaints are met.

A "participant", within the meaning of these procedures, is an individual who receives employment-training services under a program funded by Santa Ana LWDA. The Complaint Resolution Procedures contained herein (or the alternative procedures which an employer may use) shall be available to participants to resolve disputes regarding items and conditions of employment of such participants in employment training programs. However, such procedures shall not be used to resolve disputes regarding terms and conditions of employment of any employee who is not a participant, as defined herein.

5. If a complaint does not receive a decision at the LWDA grant recipient level within 60 days of filing the complaint or receives an unsatisfactory decision, the complainant then has a right to request a review of the complaint by the Governor.
6. Complainants must initially file and exhaust LWDA grant recipient/hearing procedures prior to appealing to the State except where the State determines that the LWDA grant recipient's procedures are not in compliance with the State's procedures.

### III. Procedures for Handling Complaints at the LWDA Level

#### A. Receipt Complaints

Pursuant to the WIOA regulations found at 20 CFR, Section 683.600, the LWDA administrative entities have the responsibility to conduct hearings and resolve complaints made by individuals about the administration of programs in the LWDA. "LWDA level" encompasses LWDA administrative entity and employers to which the administrative entity has delegated the complaint resolution process. The following comprise the guidelines for resolving issues arising in connection with WIOA programs operated by the Santa Ana LWDA including resolutions of complaints arising from actions, such as audit disallowances or the imposition of sanctions taken by the Governor with respect to audit findings, investigations or monitoring reports.

##### 1. Form and Filing of Complaint

Official filing date of the complaint is the date the written complaint is received. The filing of the complaint with the Santa Ana LWDA Equal Employment Opportunity Officer shall be considered as a request for hearing and a decision must be issued within 60 days. The complaint must be in writing and must be signed and dated. The complaint should also contain the following information:

- a. Full name, telephone number, if any, and mailing address of the complainant;
- b. Full name, telephone number, and mailing address of the agency involved (respondent);
- c. Clear and concise statement of facts including dates constituting alleged violation;
- d. What provisions under the Act, regulations, grant or other agreements under the Act, are believed to have been violated;

- e. Remedy sought by the complainant; and
- f. If the complainant is a private or public entity or corporation, and not a natural person, the filing of the complaint must be duly authorized by the governing body of such entity or corporation.

The absence of any of the requested information shall not be a basis for dismissing the complaint.

A copy of the complaint must be sent to the respondent and both parties notified of the opportunity for an informal resolution. At each step of the complaint process, the complainant must be notified in writing of the next procedural step.

## 2. Informal Conference

Informal conferences will be utilized by the Santa Ana LWDA to resolve complaints; however, such informal conferences shall not extend the time within which a decision must be issued after receipt of a complaint. Attempts at informal resolution will commence with two (2) weeks of the date of filing of the complaint.

- a. The EEO Officer will review the case and ascertain facts prior to the conference so that appropriate resolution can take place at the time of this meeting whenever possible.
- b. Although the complainant should be encouraged to attend this conference, his/her failure to do so should not preclude his/her right to request a hearing on the matter.
- c. If mutually satisfactory resolution results and the Santa Ana LWDA concurs, the EEO Officer will write a brief report for the file stating the issues and resolution. The matter shall then be considered closed.
- d. If resolution does not result, the complainant shall be provided the necessary information and assistance to request a hearing if he/she so desires.

## 3. Request for Hearing

- a. As in the case of the complaint, the request for a hearing should be put in writing and be filed in person or by mail. A governing board resolution of authorization to appeal should also be submitted when appropriate. The request should be filled with:

Daniel Durham  
Sr. Personnel Analyst – EEO Officer  
20 Civic Center Drive, M-24  
Santa Ana, CA 92701  
(714) 647-5330

- b. A hearing will be scheduled by the EEO Officer within thirty (30) days of the date of filing of the complaint.

#### 4. Notice of Hearing

Upon receipt of the request for hearing, the complainant and the respondent will be notified in writing of the hearing ten (10) calendar days prior to the date of the hearing. The ten-day notice may be shortened with the written consent of the parties. A decision will be issued by the Santa Ana LWDA within sixty (60) days of the date of filing of the complaint.

The hearing notice shall be in writing and contain the following information:

- a. The date of notice, name of the complainant, and the name of the party against whom the complaint is filed.
- b. The date, time and place of hearing before an impartial hearing officer.
- c. A statement(s) of the alleged violation(s)
- d. Advise as to where information or assistance may be obtained, and the name, address, and telephone number of the Santa Ana LWDA Equal Employment Opportunities (EEO) Officer who can answer inquiries.

#### B. Conduct of Hearing

The hearing shall be conducted in an informal manner with strict rules of evidence not applicable. Unnecessary technicalities should be avoided. It should provide the flexibility to enable adjustment to the circumstances presented.

- 1. The hearing officer shall have complete independence to obtain facts and make decisions. The hearing officer shall be in a position to render impartial decisions and thus should not be subordinate to the Santa Ana LWDA or its sub recipients. The hearing officer will be selected from a list of names on file with the EEO Officer.
- 2. Full regard must be given to the requirements of due process to insure a fair and impartial hearing.
- 3. The hearing office designated by the EEO Officer to function in a quasi-judicial capacity should begin the hearing by summarizing the record and the issue and should explain the manner in which the hearing will be conducted, making sure that everyone involved understands the proceedings. Such explanations should be adapted to the needs of the specific situation. The hearing officer might take testimony under oath or affirmation to give some assurance of veracity to the hearing.

4. The burden of proof should be reasonable and flexible, dependent upon the circumstances of the case involved. The hearing officer determines the order of proof. Generally, the party making the complaint has the obligation of establishing his or her case and should be examined first.
5. The party involved should have the right to be represented (at their own expense) if he/she so desires. Other he/she is limited to his/her own abilities and those to the hearing officer in obtaining testimony in the case.
6. It is important that the hearing officer obtain the fullest information for the record. If the parties involved, or their representatives, do not know how to ask the right or pertinent questions in pursuing their right to due process, it shall be necessary for the hearing officer to step in to have all the materials and relevant facts elicited.
7. The practice in informal hearings is generally not to apply strict rules of evidence in obtaining facts. However, the quantity of evidence required to support a decision on an issue should be sufficiently credible that the state (or other appropriate agency), upon reviewing the decision, would conclude that the decision is supported by substantial evidence.
8. The hearing officer should attempt to negotiate a resolution of the issue at any time prior to the conclusion of the hearing.
9. Within ten (10) days of the conclusion of the hearing, the hearing officer will issue a recommended decision to the LWDA for final determination. The recommended decision shall be in writing and may be accepted, rejected or modified by the Santa Ana Workforce Development Board.

#### C. Issuance of Decision

Within sixty (60) calendar days of filing of the complaint, the Santa Ana LWDA shall issue a written decision to all parties by first class mail. The final decision shall contain the following information:

1. The name of the parties involved.
2. A statement of the alleged violation and issues related to the alleged violation.
3. A statement of the facts.
4. The decision and the reasons for the decision.
5. A statement of corrective action, if any, to be taken.
6. Notice of the right to request, within ten (10) calendar days of receipt of the decision, a review of the decision by the State Review Panel.

#### D. Record of Hearing

An administrative file containing support documents on the complaint resolution process hearing conducted will be retained by the Santa Ana LWDA. The purpose of a record is to serve as substantiation of the process followed by the Santa Ana LWDA on the resolution of the issues and the results. This information would then be available for subsequent review in the event the matter is raised with the State. Such records must be retained for a three-year period after the grant has been officially closed out.

The Santa Ana LWDA's written decision will be included in the record. Evidence received at the hearing, notes by the hearing officer, stenographer's notes and tape recordings may also be used.

#### E. Establishment of Complaint Procedures

In accordance with Section 683.600, each employing agency including private-for-profit employers of participants under the Act is required to establish a complaint procedure for resolving matters relating to the terms and conditions of employment. Employers may operate their own grievance system or may utilize the Santa Ana LWDA's established procedures under Section 683.600. At a minimum these procedures must include:

1. Written notice, upon enrollment into employment training services, of the scope and availability of such procedures. Employer's grievance procedures shall be set forth in a written document and must meet the regulation mandate that a complaint will be resolved with sixty (60) days from the date the complaint was filed. A copy of employer's grievance procedure shall be provided to each participant upon enrollment in employment training.
2. Written notice, at the time the grievance is filed, of the procedures under which the grievance will be processed.
3. Written notification of the disposition of the grievance and a written decision shall be issued within thirty (30) days of the filing of the grievance unless a present and long established grievance specifically provides other limits; and
4. Written notification of the participant's right to request a review of the employer's decision by the Santa Ana LWDA and the State Review Panel in accordance with Section 683.600.

### IV. Procedures for Handling Complaints at the State Level

Section 181 (c) of the Act and the WIOA regulations at 20 CFR, Section 683.600 (d) requires the Governor to establish a State Review process of complaints filed at the LWDA grant recipient level and of complaints initially filed at the State level.

Appeals of decisions issued at the LWDA level including audit disallowances and sanctions shall be reviewed by the State Review Panel. The State Review Panel shall review the record

established at the LWDA level and shall issue a decision based on the information contained therein.

Complaints which may be initially filed at the State level will be heard by an independent hearing officer designated by the State Workforce Investment Division (WID). The hearing officer shall conduct a hearing and issue a recommended decision to the State Panel. The recommended decision shall be in writing and may be accepted, rejected or modified by the State Review Panel.

#### A. Form and Filing of Complaint.

##### 1. Request for State Review of LWDA Level Decisions

On receipt of a complainant's request for review because of an unsatisfactory decision, the State shall provide for an independent state review.

##### 2. Filing of Requests for State Review

The State Review Panel shall review all LWDA level decisions when a request for review is filed within 10 days of receipt of the adverse decision. Such requests must be filed in writing with the Chief of the WID Office. The request for review should contain the following information:

- a. Full name, address, and telephone number of the party requesting the review
- b. Full name, address, and telephone number of the other party
- c. A copy of the decision
- d. Brief statement of reasons for review or the section of the LWDA decision to be reviewed including regulatory and statutory citations
- e. A statement of the relief sought.

##### 3. Complainant Responsibility

It is the responsibility of the complainant to include in the request for review a written statement setting forth the facts presented at the LWDA hearing which support the requested relief.

The Chief, WID, shall mail a copy of the request for review to the other party and to the LWDA. It shall be the responsibility of the LWDA to submit the complete record including a typed record of the hearing to the Chief, WID, within ten (10) days.

#### B. Conduct of Hearings.

##### 1. Request for Hearing at the State Level

If no decision has been issued at the LWDA level or the State has determined an audit disallowance or imposed sanctions, the complainant may request a hearing. The hearing officer will then issue a recommended decision to the State's Review Panel for final determination.

## 2. Filing for Request for Review

The request for a State hearing shall be filed within ten (10) days after LWDA should have issued a decision or ten (10) days after the issuance of the audit disallowance or sanction. The request shall be filed directly with the Chief of the WID in writing and should include the following:

- a. Full name, address, and telephone number of the LWDA
- b. Name, address, and telephone number of the LWDA
- c. Copies of complaints made at LWDA level from which no decisions were issued or sanctions and imposed.
- d. A statement of basis for the request for hearing.

## 3. Evidentiary Hearing

Upon receipt of the request for a State level hearing, a hearing before a designated hearing officer will be scheduled.

The hearing will be recorded mechanically or by court reporter.

Both parties concerned will have the opportunity to present oral and written testimony under oath, to call and question witnesses in support of his/her position, to present oral and/or written arguments, to examine records and documents relevant to the issue(s), and to be represented.

The hearing officer shall issue a written decision, which shall be forwarded to the State Review Panel for final determination.

The State Review Panel may accept, reject or modify this recommendation. The decision of the State Review Panel is final except for audit disallowances, which must be approved by the Secretary of Labor

## C. State Review Panel

The State Review Panel will consist of a panel of three representatives from the Employment Development Department: one from the Legal Offices, one from the WID, and one from the Director's office. The panel will issue a written decision, which will be sent to the appropriate parties within thirty (30) days of receipt of the request for State review.



Decisions issued by this panel, under the authority of the Governor, are final.

D. Issuance of State Review Decision.

The State review will be limited to violations of the WIOA, implementing WIOA regulations or the grant agreement. This review shall be limited to the record established at the LWDA hearing.

V. Procedures for Handling Discrimination Complaints by Participants.

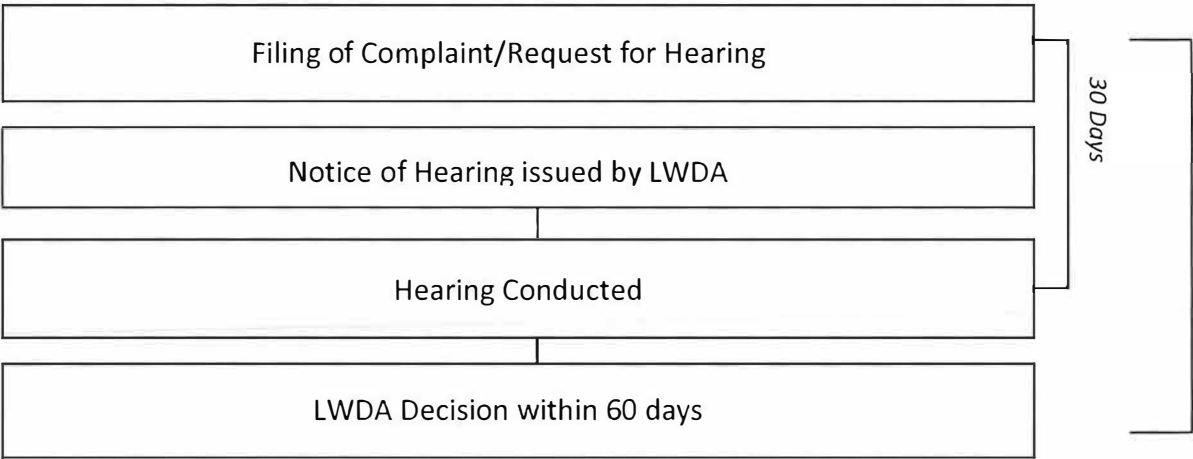
- A. Complaints on the basis of race, color, or national origin, age, sex, religion, political affiliation or belief, retaliation, and citizenship, where appropriate, must be filed within 180 days of the alleged occurrence.
  - 1. It is the responsibility of the Santa Ana LWDA's Equal Employment Opportunity (EEO) Officer to determine jurisdiction and to make the complainant aware of and provide assistance in filing a complaint in accordance with the Santa Ana LWDA's procedure under Section II (A).

PROCEDURES FOR HANDLING NON-CRIMINAL COMPLAINTS

No later than 180 days of alleged discrimination

Handling of complaints filed at LWDA level arising in connection with WIOA programs operated by LWDA's

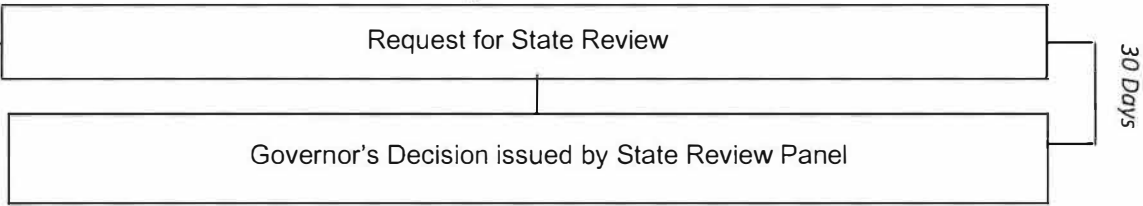
Informal Resolution Process



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Act of 1973  
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Unsatisfactory Decision or LWDA Decision not issued within 60 days

Within 10 days of receipt of unsatisfactory decision or 10 days from date LWDA decision should have been issued.



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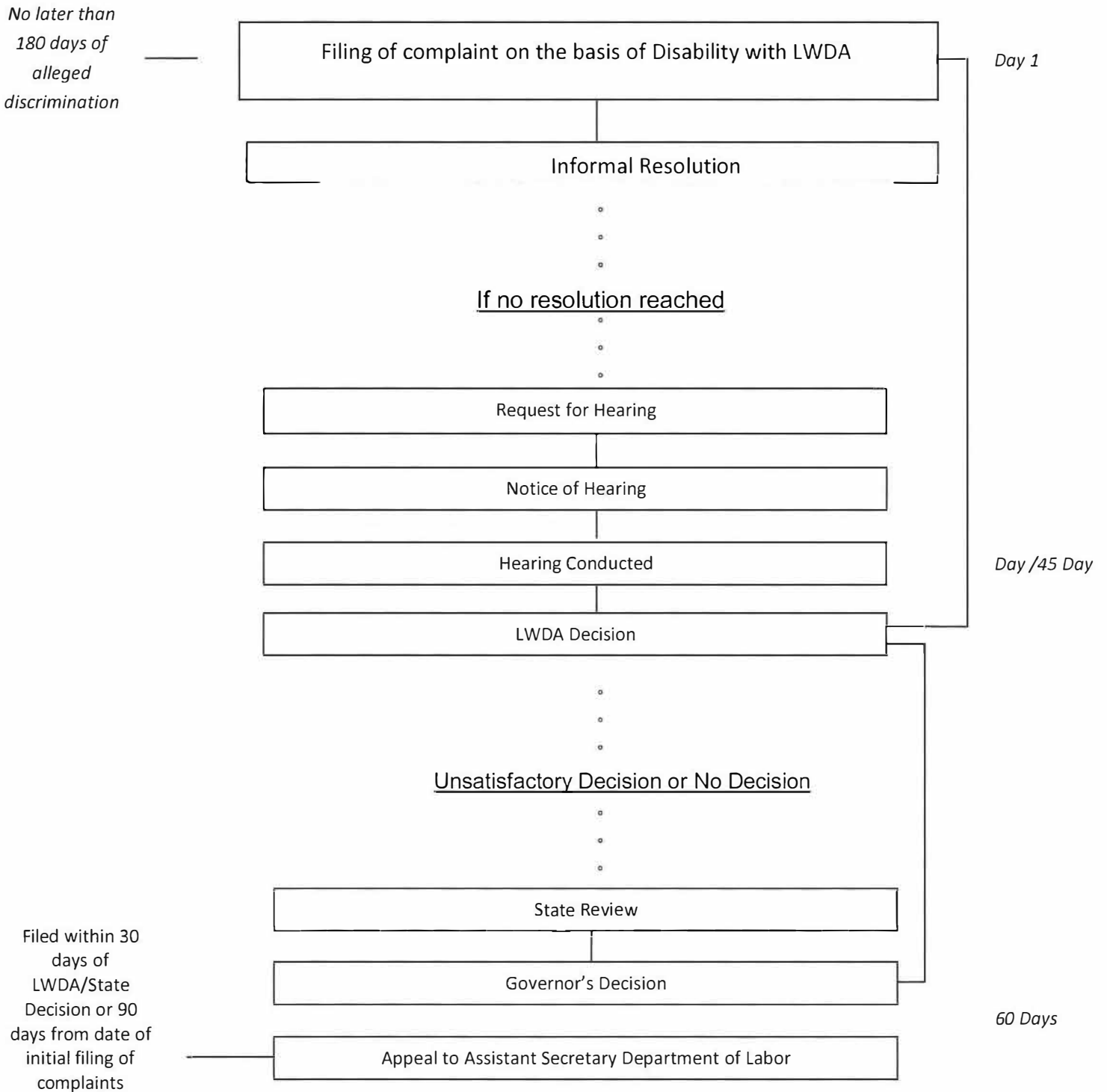
If no decision issued by State Review Panel

Appeal to DOL

sion of the

2. The Complainant must file his/her appeal as a request for review directly with the Chief WID within ten (10) calendar days after the receipt of the Santa Ana LWDA's decision.
3. The Chief-WID, shall issue a decision no later than thirty (30) calendar days after receipt of the request for review.
4. After the complainant has received a decision or no decision has been received from the Director of Employment Development Department (on behalf of the Governor), the complainant has the right to appeal his/her complaint within thirty (30) calendar days to the Office of Civil Rights (OCR) with the Department of Labor.

# PROCEDURES FOR HANDLING COMPLAINTS ON BASES OF DISABILITY



## GLOSSARY OF WIOA TERM

AGE DISCRIMINATION ACT – A law passed by Congress in 1975 which prohibits discrimination on the basis of age by any program or activity receiving Federal Funds.

APPLICANT – An individual who applies to a subrecipient or contract for services provided under WIOA and who has not yet transitioned to the status of participant.

ASSESSMENT – Services designed to determine each participant's employability, aptitudes, abilities and interests and to develop a plan to achieve the participant's employment and related goals; also to identify the available employment and training activities appropriate for the participant. Testing and counseling may also be used during assessment process.

CHARGING PARTY (CP), COMPLAINANT, GRIEVANT, OR AGGRIEVED PERSON – The person who charges that he/she has been discriminated against under Department of Justice nondiscrimination and civil rights regulations and/or guidelines.

DISCRIMINATION – In general, a failure to treat all equally, whether intentional or unintentional; the effect of an action, policy or practice which selects an individual or class of persons to receive unequal treatment.

ELIGIBLE NON-CITIZEN – Lawfully admitted permanent resident, aliens, lawfully admitted refugees, and parolees and other individuals authorized by the Attorney General to work in the United States.

EMPLOYER – An employer subject to the provisions of the Civil Rights Act of 1964, as amended, including state and local governments and any Federal agency subjects to the provisions of Section 717 of the Civil Rights Act, as amended; and any Federal contractor or subcontractor covered by executive Order 11246, as amended.

GRIEVANCE – An allegation that something imposes an illegal obligation or burden or denies some equitable or legal right, or causes injustice .

INDIVIDUAL WITH A DISABILITY – Any individual who has a physical or mental disability that constitutes or results in a substantial challenge to employment.

INTAKE – Includes screening to determine eligibility; to select from eligible applicants those individuals who are most in need and can benefit from program services; to complete procedural requirements necessary to enroll an individual into the program and to refer those not enrolled to other programs.

JOINT COMPLAINT – A complaint of employment discrimination covered by Title VII or the Equal Pay Act and by Title VI or Title IX. Individual "joint complaints" are normally investigated by EEOC unless OCR has a compelling reason to investigate. "Joint complaints" alleging discrimination in employment and other practices and pattern or practice "joint complaints" are normally investigated by OCR.

JURISDICTION – Authority to investigate and resolve complaints against an institution subject to a law or statute which has been assigned to OCR for enforcement, i.e., Title VI, Title IX, etc.

PARTICIPANT – Any applicant who has: (1) Been determined eligible for participation upon intake; and (2) Who is receiving subsidized employment, training or services (except post-termination services) funded under the Act, following intake, except for an individual who receives only outreach and/or intake and assessment services.

**Orange County Conservation Corps**  
 Santa Ana Workforce Investment Board - The Youth Service Provider Network  
**Request for Proposal**  
**PY 2022/2023**

**ORANGE COUNTY CONSERVATION CORPS**  
**BUDGET NARRATIVE**

**Administrative Staff – .06 FTE – \$11,400 or 4.35% of budget**

Administrative staff consists of a small percentage of the Chief Financial Officer to perform various administrative functions including; general & financial management, payroll, accounts payable and office coordination.

**Administrative Staff Taxes and Benefits - \$1,466 or 0.56% of budget**

Taxes and benefits include state unemployment at 6.2% of first \$7,000 earned, 7.65% FICA and workers compensation and benefits.

**WEX Program Staff – 2.14 FTE – \$132,200 or 50.46% of budget**

Program staff consists of 5 individuals of which 1 Program Specialist will be exclusively dedicated to ensure the programmatic success of the grant which includes recruit, enroll youths and overall case management. Other programs staff will be involved to provide overall support, leadership, management, coordination, daily supervision, work experience, training engagement and mentorship of enrolled youths.

WIOA Program Specialist – 100% FTE: fully responsible for the success of grant

Director of Operations – 7% FTE: WEX project acquisition and management

Operations Manager – 7% FTE: WEX daily projects management

Program Manager – 20-% FTE: supervise all aspect of programs including WEX

Crew Supervisor I – 80% FTE: WEX project supervision and mentorship

**Program Staff Taxes and Benefits – \$30,083 or 11.48% of budget**

These include taxes and fringe benefits associated with each staff and their corresponding percentage of time spent on fulfilling all programmatic aspect of the grant. 6.2% for State Unemployment Insurance for first \$7,000 earned, 7.65% for FICA and an allocated % of respective health benefits including retirement contribution cost for each associated staff.

**Participant Wages, Taxes and Benefits – \$69,601 or 26.57% of budget**

Wages are paid directly to participants who earn a minimum of \$15.00 per hour and are scheduled to work up to 29 hours per week while enrolled in our program. Taxes and workers compensations are directly associated with participants wages and are paid by the Corps. 23 participants @6 weeks with 29 hours per week average @\$15 per hour, NOT including any additional leveraged wages by OCCC. Additional costs include taxes and workers compensation.

**Support Services – \$13,800 or 5.27% of budget**

**Orange County Conservation Corps**  
Santa Ana Workforce Investment Board - The Youth Service Provider Network  
**Request for Proposal**  
**PY 2022/2023**

Supportive Services mainly include uniforms, bus passes and gas reimbursements. Other supportive service may include hotel voucher, car repair, tattoo removal, dress for success, material and supply for certification training and any other related costs in helping the participants to successfully complete the program.

**Incentives – \$3,450 or 1.32% budget**

Incentives are costs associated with prepaid cards given directly to the participants for successfully completing or accomplishing certain required or encouraged milestones. These include obtaining certification, earning a high school diploma and other milestones.

**Budget Summary**

Overall, over **95%** of the budget is budgeted toward programmatic expenses where most of the fund budgeted is directly benefiting the participants work experience and in forms of wages, benefits, incentives and supportive services.

In addition to the budget, the Corps will also be leveraging approximately up to \$127,4275 of various costs associated with operating the program.

**Follow-up Services –**

Follow-up services for prior year participants (PY21/22) using current budgeted amount in supportive services.

**Tracking**

OCCC uses finger biometric to track all participant hours in additional to daily field sign-in sheet. Time cards are generated bi-weekly and are signed off by participants with the corresponding supervisor. Various labor distribution reports are used to track participant hours and earnings. Incentives and supportive services are requested through an applicable form with proper approval before they are delivered. Incentives and supportive services report can be generated at will from our tracking databases.

Subcontracting – OCCC **does not** subcontract any obligations or duties in this proposal.



Santa Ana Workforce Investmet BoardYouth Council  
 Workforce Innovation & Opportunity Act  
 Program Year 2022/2023

## Budget Form

Orange County Conservation Corps	Administrative	Program	Total WIOA	Match/In Kind
<b>Personnel</b>				
Salaries (List titles and FTEs)*	11,400	132,200	143,600	58,900
Benefits*	1,466	30,083	31,549	12,869
<b>Total Personnel</b>	<b>12,866</b>	<b>162,283</b>	<b>175,149</b>	<b>71,769</b>
<b>Operating Expenses</b>				
Rent - Occupancy Related*	-	-	-	13,607
Utilities			-	
Phones			-	
Internet fees			-	
Parking fees			-	
Security			-	
Maintenance			-	
Insurance			-	
Equipment rental fees*			-	
Vehicle lease charges (vehicles may not be purchased)			-	
Office expenses (consumables)			-	760
Accounting Services			-	
Project Expenses			-	7,284
Administrative Services			-	1,381
Indirect costs (attach indirect cost rate plan*)			-	
Professional Services			-	1,001
Marketing/Membership			-	1,081
Finance Charges			-	1,401
Staff training		-	-	
Staff travel/mileage/conferences			-	500
Participant Wages & Benefits*		69,601	69,601	20,000
Support services*		13,800	13,800	
Profit (for profits only)			-	
Other (list)*			-	
Incentives		3,450	3,450	
Project Transportation		-	-	5,763
Charter School			-	2,881
<b>Total Operating Expenses</b>	<b>-</b>	<b>86,851</b>	<b>86,851</b>	<b>55,658</b>
<b>GRAND TOTAL</b>				
(Total Personnel + Total Operating Expenses)	\$ 12,866	\$ 249,134	\$ 262,000	\$ 127,427
<b>Follow-up Services (22) (staff time + fol up svcs)</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Grand Total with Follow-up Services</b>	<b>\$ 12,866</b>	<b>\$ 249,134</b>	<b>\$ 262,000</b>	<b>\$ 127,427</b>

Santa Ana Workforce Investment Board Youth Council					OCCC	
Workforce Innovation & Opportunity Act					Direct Program Expenses	
Program Year 2022/2023						
					WIOA Time %	WIOA Amount
<b>OCCC Staff Wages/Salaries</b>						
<u>Administrative Staff</u>						
Chief Financial Officer	T. Huynh				6%	11,400
<b>Subtotal Admin Staff</b>						<b>11,400</b>
Employer Taxes						872
Workers Compensation						114
Benefits						480
<b>Subtotal Admin Staff Taxes/Benefits</b>						<b>1,466</b>
<b>Total Administrative Expenses</b>						<b>\$ 12,866</b>
						<b>4.91%</b>
<u>Program Staff</u>						
Director of Operations	J. Volp				7%	8,050
Project Manager	J. Newton				7%	7,350
Supervisor I	TBD				80%	41,600
Programs Manager	S. Soria				20%	15,200
WIOA Program Specialist	D. Garcia				100%	60,000
<b>Subtotal Program Staff</b>						<b>132,200</b>
Employer Taxes						10,113
Workers Compensation						5,066
Benefits						14,904
<b>Subtotal Program Staff Taxes/Benefits</b>						<b>30,083</b>
<u>Program Expenses</u>						
Project Transportation (vehicle, insurance, fuel, repair & maint)						-
Staff Training						-
Occupancy Related (rental, utilities, repair & maint)						-
<b>Subtotal Program Expenses</b>						<b>-</b>
<b>Total Program Expenses</b>						<b>\$ 162,283</b>
						<b>61.94%</b>
<u>Corpsmember (CM) Expenses</u>						
<u>CM Stipends</u>						
CMs (29 hr/wk x 6-12 wks)	# of CMs	Average Hourly Rate	Total hrs/ CM	WIOA Amount		
CMs	23	\$15	4,002	60,182		
Carry-overs	0					
<b>CMs Total Hours/Paid Work Experience</b>				<b>4,002</b>		
Employer Taxes						4,604
Workers Compensation						4,815
<b>CM Stipend Total</b>						<b>69,601</b>
Supportive Services/Uniforms/bus passes/gas cards/books/tuition/others	23	\$	600	13,800		
CM Incentives/Bonus	23	\$	150	3,450		
<b>Subtotal Cms Expenses</b>						<b>\$ 86,851</b>
						<b>33.15%</b>
<b>Total WIOA</b>						<b>\$ 262,000</b>
						<b>100.00%</b>
<u>Follow-up Services Prior Year (22) (staff time + sup svc)</u>						\$ -
<b>Total with Follow-up Services</b>						<b>\$ 262,000</b>
<u>OCCC Match</u>						
OCCC Staff Salaries & Wages						58,900
Taxes & Benefits						12,869
OCCC Match - Participant Wages & Benefits						20,000
OCDE Charter School						2,881
OCCC Expenses						32,776
<b>Total OCCC Cash &amp; In Kind</b>						<b>\$ 127,427</b>
						<b>48.64%</b>

**Santa Ana Workforce Investment Board/Youth Council**  
**Workforce Innovation & Opportunity Act**  
**Program Year 2022/2023**

**OCCC**  
**Matching**

<u>Staff Salaries &amp; Wages</u>		<u>WIOA %</u>	<u>WIOA Direct</u>	<u>OCCC In-kind</u>
Chief Executive Officer	K. Bandoni	0%	-	4,200
Chief Financial Officer	T. Huynh	6%	11,400	3,800
Accounts Payable	N. Hiraes	0%	-	1,500
Payroll Specialist	S. Cortez	0%	-	2,160
IT Manager	P. StOnge	0%	-	2,200
Director of Operations	J. Volp	7%	8,050	3,450
Project Manager	J. Newton	7%	7,350	3,150
Supervisor I	TBD	80%	41,600	13,000
Supervisor II	TBD	0%	-	5,200
Programs Manager	S. Sofia	20%	15,200	3,800
Program Specialist	V. Yopez	0%	-	1,440
WIA Program Specialist	D. Garcia	100%	60,000	12,000
Program Specialist 2	E. Vasquez	0%	-	3,000
<b>Sub-total Staff Salaries &amp; Wages</b>			<b>\$ 143,600</b>	<b>\$ 68,900</b>
<b>Sub-total Staff Benefits</b>			<b>\$ 31,549</b>	<b>\$ 12,869</b>
<b>Total Staff Wages and Benefits</b>			<b>\$ 175,149</b>	<b>\$ 71,769</b>

<u>Operating Expenses:</u>	<u>Budget</u>	<u>WIOA Amount 4.0%</u>	<u>WIOA Portion</u>	<u>WIOA 4.0%</u>	<u>OCCC In-kind</u>	<u>Note</u>
Administration	34,500	1,381	-	-	1,381	Staff training/staff and board meetings
Occupancy	340,000	13,607	-	-	13,607	Rent/utilities/phones/buildout/occupancy related
Financing/banking/payroll Charges	35,000	1,401	-	-	1,401	Bank/LOC/payroll processor fee
Marketing/Membership	27,000	1,081	-	-	1,081	Corps membership and outreach campaign
Office Expenses	19,000	760	-	-	760	Office supplies
Professional Services	25,000	1,001	-	-	1,001	CPA Audit/ HR/Legal/Consultant contracted services
Project Expenses	182,000	7,284	-	-	7,284	Cms tools/safety supplies/uniforms/project direct related
Transportation (Fuel, insurance, maint)	144,000	5,763	-	-	5,763	Veh lease/purchases, veh allocation, fuel, ins, maint
Travel & Conference	12,500	500	-	-	500	Staff mileage and miscellaneous travels/conferences
OCDE Charter School	72,000	2,881	-	-	2,881	Staff mileage and miscellaneous travels/conferences
OCCC Participant Wages & Benefits	20,000	20,000	-	-	20,000	Other leveraged participants working hours & benefits

**Total Operating Expenses**      \$ 819,000      \$ 55,658      \$ -      \$ 55,658

**Total OCCC Match (Cash & In Kind)**      **\$ 127,427**

Total WIOA Projected Hours      4,002  
 Total OCCC Projected Hours      100,000  
 Project % (WIA hrs/OCCC hrs)      4.0%

	<u>Budget</u>	
	<u>Monthly</u>	<u>12 months</u>
Fuel	5,000.00	60,000.00
Insurance	6,000.00	72,000.00
Vehicle Maint	1,000.00	12,000.00
<b>Total</b>	<b>12,000.00</b>	<b>144,000.00</b>

CERTIFICATION REGARDING LOBBYINGCERTIFICATION FOR CONTRACTS, GRANTS, LOANS  
and COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- 1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- 2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including agreements) and that all subrecipient's shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure.

Orange County Conservation Corps  
Grantee/Contractor Organization

Orange County Conservation Corps  
Program Title

  
Signature

Kathryn O. Muniz  
Name of Certifying Official Signature

## **Certification Regarding Drug-Free Workplace Requirements**

The certification set out below is a material representation upon which reliance is placed by the U.S. Department of Housing and Urban Development in awarding the grant. If it is later determined that the contractor knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the U.S. Department of Housing and Urban Development, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.

### **CERTIFICATION**

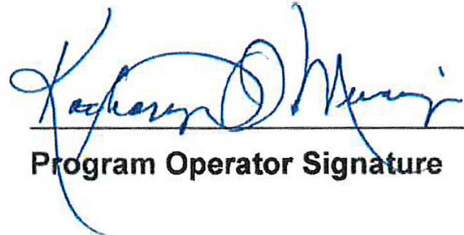
- A. The contractor certifies that it will provide a drug-free workplace by:
- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
  - (b) Establishing a drug-free awareness program to inform employees about –
    - (1) The dangers of drug abuse in the workplace;
    - (2) The contractor's policy of maintaining a drug-free workplace;
    - (3) Any available drug counseling, rehabilitation, and employee assistance program; and
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
  - (c) Making it a requirement that each employee who will be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
  - (d) Notifying the employee in the statement required by paragraph -(a) that, as a condition of employment under the contract, the employee will -
    - (1) Abide by the terms of the statement; and
    - (2) Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
  - (e) Notifying the U.S. Department of Housing and Urban Development within ten days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction;

- (f) Taking one of the following actions, within 30 days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted -
- (1) Taking appropriate personnel action against such an employee, up to and including termination; or
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;
- (g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e) and (f).

B. The contractor shall insert in the space provided on the attached "Place of Performance" form the site(s) for the performance of work to be carried out with the grant funds (including street address, city, county, state, and zip code) .the contractor further certifies that, if it is subsequently determined that additional sites will be used for the performance of work under the contract, it shall notify the U.S. Department of Housing and Urban Development immediately upon the decision to use such additional sites by submitting a revised "Place of Performance" form.

Date

3/25/2022

  
Program Operator Signature

**DIVISION OF EMPLOYMENT SERVICES  
PLACE OF PERFORMANCE  
FOR CERTIFICATION REGARDING DRUG-FREE  
WORKPLACE REQUIREMENTS**

Name: Orange County Conservation Corps

Name of Contractor: OCCC-Katharyn Muniz

Contractor Number: \_\_\_\_\_

Date: July 1, 2022 - June 30, 2023

The Contractor shall insert in the space provided below the site(s) expected to be used for the performance of work under the contract covered by the certification:

Place of Performance (include street address, city, county, state, zip code for each site):

Orange County Conservation Corps

1853 N. Raymond Ave, Anaheim, CA 92801

Address

## INSTRUCTION FOR CERTIFICATION

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous whom submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction", "debarment", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principle", "proposal", and "voluntarily excluded", as used in this cause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds agrees by submitting this proposal, that it will include the clause title "Certification Regarding Debarment, Suspension, Ineligible, or voluntarily excluded from the covered transaction unless it knows that the certification is erroneous.
7. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
8. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntary excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



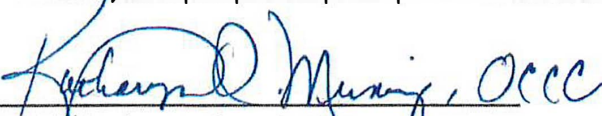
**Certification Regarding**  
**Debarment, Suspension, Ineligibility and Voluntary Exclusion**  
**Lower Tier Covered Transactions**


This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' Responsibilities. The regulations were published as Part VII of the May 16, 1988, Federal Register (Pages 19160-19211).

**(Before completing certification, read instructions which are an integral part of certification)**

1. The prospective primary participant, (i.e. grantee) certifies to the best of its knowledge and belief, that it and its principals:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
  - b. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

  
 Grantee/Contractor Organization

  
 Name and Title of Official Authorized to Certify  
 On Behalf of the Grantee

  
 Date

## Assurances & Certifications

Selected providers will be required to sign and submit "actual" assurances and certificates as required by the City of Santa Ana and the Workforce Development Board on all contracts.

I recognize that I must give assurances for each item below. If I cannot, this proposal will be automatically rejected. *Please initial each box.*

- ☒ I am authorized by my Board of Directors, Trustees, other legally qualified officer, or as the owner of this agency or business to submit this proposal.
- ☒ We are not currently on any Federal, State of California, or local Debarment list.
- ☒ We will provide records to show that we are fiscally solvent, if needed.
- ☒ We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIOA funds will be used as required by law and contract.
- ☒ We have additional funding sources and will not be dependent on WIOA funds alone.

**We do or will meet the applicable Federal, State, and local compliance requirements.** These include, but are not limited to:

- ☒ Records accurately reflect actual performance.
- ☒ Maintain record confidentiality, as required.
- ☒ Reporting financial, participant, and performance data, as required.
- ☒ Comply with State and Federal fiscal and program activity audits.
- ☒ Complying with Federal and State non-discrimination provisions.
- ☒ Meeting requirements of Section 504 of the Rehabilitation Act of 1973.
- ☒ Meeting requirements of the American's with Disabilities Act of 1990. **(submit completed survey)**
- ☒ Meeting all applicable labor law, including Child Labor Law standards.
- ☒ Agree to provide a drug free workplace.
- ☒ Agree to insure the City of Santa Ana through General Liability Insurance and Automobile Coverage in the amount of \$1,000,000.00
- ☒ Agree to provide all participants with Grievance Procedures.
- ☒ Agree to insure proposer's employees through Workers Compensation Insurance (including part-time employees)
- ☒ Procurement policies and procedures are in place and meet federal guidelines.

**We will not:**

- ☒ Place a youth in a position that will displace a current employee.
- ☒ Use WIOA money to assist, promote, or deter union organizing.
- ☒ Use funds to employ or train of persons in sectarian activities.
- ☒ Use funds for youth in the construction, operation, or maintenance of any part of a facility to be used for sectarian instruction or religious worship.
- ☒ Use WIOA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.
- ☒ Use WIOA funds to carry out programs funded under the School-to-Work Opportunities Act of 1994 unless the program(s) are only for youth eligible to participate under WIOA.
- ☒ Use WIOA money under this contract to purchase any equipment.

I hereby assure that all of the above are true.

 _____ Name	CEO _____ Title	3/25/2022 _____ Date
--	-----------------------	----------------------------

EXHIBIT H



# CERTIFICATE OF LIABILITY INSURANCE

Francine R. Villareal  
 Exhibit 2  
 DATE (MM/DD/YYYY) 10/25/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 505 N Brand Blvd, Suite 600 Glendale CA 91203  License#: 0726293 ORANCOU-19	<b>CONTACT NAME:</b> Annie Lee <b>PHONE (A/C, No, Ext):</b> 818.539.8601 <b>E-MAIL ADDRESS:</b> Annie_Lee@aig.com <b>FAX (A/C, No):</b> 818.539.8701														
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great American Alliance Insurance Company</td> <td>26832</td> </tr> <tr> <td>INSURER B: Great American Insurance Company of NY</td> <td>22136</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Great American Alliance Insurance Company	26832	INSURER B: Great American Insurance Company of NY	22136	INSURER C:		INSURER D:		INSURER E:		INSURER F:
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INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**      **CERTIFICATE NUMBER:** 541146761      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WRD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		PAC 5154680 17	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP 0991249 08	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Comp & Collision \$ 500/\$500
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			UMB 5603795 17	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE <input type="checkbox"/> OTH-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Abuse and molestation			PAC 5154680 17	10/1/2021	10/1/2022	Per Claim \$1,000,000 Aggregate \$3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Policy : Professional Liability  
 Policy #: PAC 5154680 17  
 Carrier : Great American Alliance Insurance Company  
 Policy Term: 10/01/2021 -10/01/2022  
 Per Claim: \$1,000,000 / Aggregate: \$3,000,000  
 Abuse is included under the Umbrella.

RE: Agreement Number: A-2021-112; A-2020-142 | Project: Youth and Dislocated Worker Training.  
 See Attached...

## CERTIFICATE HOLDER

City of Santa Ana  
 Risk Management Division,  
 20 Civic Center Plaza, 4th floor  
 Santa Ana CA 92701

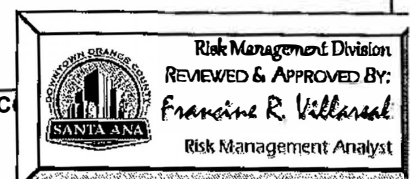
## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*Melissa Cury*

© 1988-2015 ACORD C



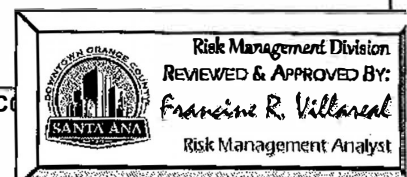
LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**Page 1 of 1

AGENCY Arthur J. Gallagher & Co.		NAMED INSURED Orange County Conservation Corps 1853 N. Raymond Ave. Anaheim, CA 92801
POLICY NUMBER		
CARRIER	NAIC CODE	EFFECTIVE DATE:

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** CERTIFICATE OF LIABILITY INSURANCE

The City of Santa Ana, its officers, employees, agents, volunteers and representatives are named as named additional insured with respect to the operations of the named insured. The insurance provided in the General Liability policy is primary and any other insurance shall be excess only, and not contributing. Written notice shall be provided at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

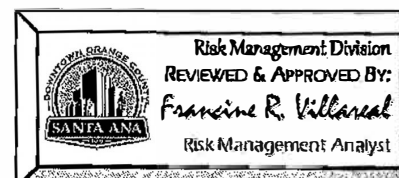
**Primary and Noncontributory Insurance**

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

The City of Santa Ana, its officers, employees, agents, volunteers and representatives.

(1) the Additional Insured is a Named Insured under such other insurance; and

(2) you have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the Additional Insured.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**ADDITIONAL INSURED - DESIGNATED PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

**Schedule**

**Name of Additional Insured Person(s) or Organization(s):**

The City of Santa Ana, its officers, employees, agents, volunteers and representatives

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

**A. SECTION II - WHO IS AN INSURED** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. in the performance of your ongoing operations; or
2. in connection with your premises owned by or rented to you.

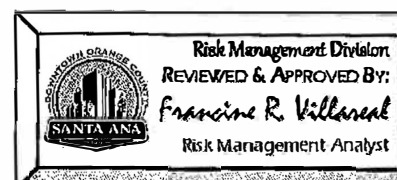
However:

1. the insurance afforded to such additional insured only applies to the extent permitted by law; and
2. if coverage provided to the Additional Insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

**B. With respect to the insurance afforded to these Additional Insureds, the following is added to SECTION III - LIMITS OF INSURANCE:**

If coverage provided to the Additional Insured is required by a contract or agreement, the most we will pay on behalf of the Additional Insured is the amount of insurance:

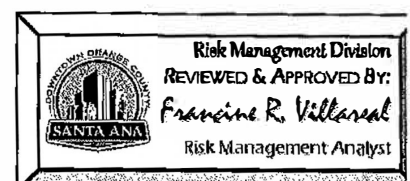
1. required by the contract or agreement; or



2. available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.





# CERTIFICATE OF LIABILITY INSURANCE

**Exhibit 2**

DATE (MM/DD/YYYY)

12/8/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Arthur J. Gallagher & Co. Insurance Brokers of California, Inc. LIC# 0726293 1255 Battery Street #450 San Francisco CA 94111	<b>CONTACT NAME:</b>		
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>	
<b>INSURED</b> Orange County Conservation Corps 1853 North Raymond Avenue Anaheim, CA 92801	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	INSURER A : NonProfits' United Workers' Compensation Group		
	INSURER B : Safety National Casualty Corporation		15105
	INSURER C : Response Indemnity Company of California		10970
	INSURER D :		
	INSURER E :		
INSURER F :			

**COVERAGES****CERTIFICATE NUMBER:** 1153230747**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG	\$
	OTHER:							\$
	<b>AUTOMOBILE LIABILITY</b>						COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO						BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY						BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS							\$
	<input type="checkbox"/> NON-OWNED AUTOS ONLY							\$
	<b>UMBRELLA LIAB</b>						EACH OCCURRENCE	\$
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE	\$
	<input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$							\$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>			NPU-WCG 001-2021	1/1/2021	1/1/2022	X PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	\$ 500,000
							E.L. DISEASE - POLICY LIMIT	\$ 500,000
C	XSWC - Buffer Layer			ABL1000013-00	1/1/2021	1/1/2022	XS of \$500,000	\$250,000 (EL & WC)
B	XSWC			SP4064079	1/1/2021	1/1/2022	XS of \$750,000	\$2,000,000 (EL)
							XS of \$750,000	Statutory (WC)

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

City of Santa Ana  
20 Civic Center Plaza  
4th Floor  
Santa Ana CA 92701

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



© 1988-2015 ACORD C



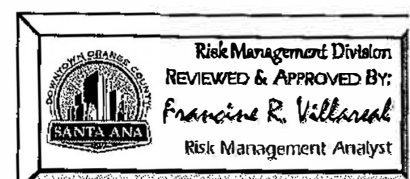


The NonProfits' United Workers' Compensation Group (NPU-WCG) is a self-insurance group (SIG). We provide members with a combination of pooled self-insurance and commercial excess insurance for workers' compensation. WCG members receive statutory coverage per occurrence, which is a combination of our \$500,000 self-insured pool and the excess coverages provided through AM Best Rated A+ Great American E&S Insurance Company (buffer layer of \$250,000 xs \$500,000 for both EL and WC for up to \$750,000) and Safety National, which is statutory limits for workers' compensation and up to \$2,000,000 for employers liability for 2020.

NonProfits' United is not Best-rated because, as a pool, we are not an admitted carrier. This is the same situation that applies to the hundreds of self-insurance pools established through joint powers authorities for public entities, none of which have Best ratings. NPU was established in 1988 in accordance with the laws of the State of California applying to self-insurance. Please note the insured is part of a self-insured group pool, not individually self-insured, and does NOT have an SIR that they are individually responsible for.

Our Workers' Compensation Group, which began operation is 2005, is regulated by the Department of Industrial Regulations, Office of Self-Insurance Plans (DIR OSIP). The WCG holds Master Certificate of Consent to Self-Insure #4513. Since our formation over 10 years ago, we have underwritten in compliance with strict actuarial guidelines and have maintained financial soundness throughout the hard and soft periods of the traditional insurance cycles. Additionally, we use only A-rated or higher excess carriers.

If a waiver of subrogation is issued, it is attached to the certificate as a whole and covers all three policies. A 30 day notice will not be provided as the policy is responsible to the insured and not the individual certificate holders regarding cancellation and we are held to the cancellation regulations required by the DIR OSIP. The 30 day language on a certificate is not enforceable and can be deemed illegal. We do, however, as a courtesy, attempt to notify certificate holders if a member withdraws or is withdrawn from the pool, and the certificate is rescinded.



**CERTIFICATE OF WORKERS' COMPENSATION COVERAGE**DATE  
Jun 4, 2021**PRODUCER**

NonProfits' United Workers' Compensation Group  
610 Fulton Avenue, Suite 200  
Sacramento, CA 95825

Phone: (916) 868-6231  
Fax: (916) 880-5251

Arthur J. Gallagher & Co Insurance Brokers of California, Inc  
1255 Battery Street #450  
San Francisco, CA 94111

**THIS CERTIFICATE IS ISSUED AS MATTER OF INFORMATION ONLY  
AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS  
CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE  
COVERAGE AFFORDED BY THE POLICIES BELOW.**

**INSURERS AFFORDING COVERAGE****INSURED**

Orange County Conservation Corps  
1853 North Raymond Avenue  
Anaheim, CA 92801-

INSURER A: NonProfits' United Workers' Compensation Group

INSURER B: Safety National Casualty Corp [NAIC#15105]

INSURER C: Response Indemnity Company of California [NAIC # 10970]

INSURER D:

INSURER E:

**COVERAGES** This Certificate is not intended to specify all endorsements, coverages, terms, conditions and exclusions of the policies shown.

THE POLICIES OF COVERAGE LISTED BELOW HAVE BEEN ISSUED TO THE AFFILIATE MEMBER NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM, OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE COVERAGE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF COVERAGE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	LIMITS	
	GENERAL LIABILITY				EACH OCCURRENCE	\$
	COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire)	\$
	CLAIMS MADE				MED EXPENSE (Any one person)	\$
	OCCUR				PERSONAL & ADV INJURY	\$
	GENERAL AGGREGATE LIMIT APPLIES PER:				GENERAL AGGREGATE	\$
	POLICY PROJECT LOC				PRODUCTS-COMP/OP AGG	\$
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Each accident)	\$
	ANY AUTO				BODILY INJURY (Per person)	\$
	ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	HIRED AUTOS					
	NON-OWNED AUTOS					
A	WORKERS' COMPENSATION AND EMPLOYERS LIABILITY	NPU-WCG 001-2021	1/1/2021	1/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER	
					E.L. EACH ACCIDENT	\$ 500,000
					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
					E.L. DISEASE - COVERAGE LIMIT	\$ 500,000
C	OTHER	ABL1000013-00 SP4064079	1/1/2021	1/1/2022	XS of \$500,000	\$250,000 (EL & WC)
B	XSWC -Buffer Layer		1/1/2021	1/1/2022	XS of \$750,000	\$2,000,000 (EL)
	XSWC		1/1/2021	1/1/2022	XS of \$750,000	Statutory (WC)

**DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL/PROVISIONS**

Agreement Number A-2020-142 Project: Adult and Dislocated Worker Training

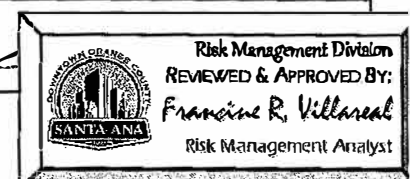
**CERTIFICATE HOLDER**

NPUWCG-OCCC-051

City of Santa Ana  
Risk Management Division  
20 Civic Center Plaza 4th Floor  
Santa Ana, CA 92701

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.



**Villareal, Francine**

**From:** Tony Huynh <thuynh@occorps.org>  
**Sent:** Tuesday, October 19, 2021 3:12 PM  
**To:** Goodson, Audrey  
**Subject:** RE: \*External\* Insurance  
**Attachments:** Santa ana - OCCC 10012022.pdf; City of Santa Ana.pdf

Hi Audrey,

Sorry about that, please see attached.

We will not be purchasing any equipment under the grant.

Sincerely,

**Tony Huynh**

Chief Financial Officer



Tel: 714.956.6222 x 305

[www.occorps.org](http://www.occorps.org)



"The Orange County Conservation Corps transforms one life at a time through hard work and personal responsibility"

**From:** Goodson, Audrey <AGoodson@santa-ana.org>

**Sent:** Tuesday, October 19, 2021 12:57 PM

**To:** Tony Huynh <thuynh@occorps.org>

**Subject:** \*External\* Insurance

Tony,

Could you check into those changes for the insurance. I haven't received an email with the new COI. If it's mailed to our risk management department, they don't know what to do with it. I have to submit it with a form.

Thanks,

*Audrey Goodson* | Account Clerk I

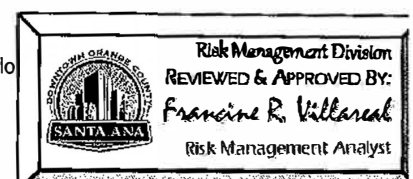
Santa Ana WORK Center | 801 W. Civic Center Dr., Suite 200 | Santa Ana, CA 92701

714.565.2672 | [agoodson@santa-ana.org](mailto:agoodson@santa-ana.org)

New Location. Two-Hour parking validation is available!



The mySantaAna mobile app puts the power of the Santa Ana city government in the palm of your hand! The free app also report issues to the City, access City services, and find news and events.



AMERICANS WITH DISABILITY ACT (ADA)  
AND  
EQUAL OPPORTUNITY (EO) LAW  
SURVEY

- I. Is there a minimum of 2 designated accessibility parking slots?  
*Per Dept. of Rehab. Sect. 504* YES ☒ NO ☐
- II. Are parking slot occupants able to reach the building's entrance for the disabled without having to go behind any other cars, or any other barriers (curb, sidewalks, etc.)?  
*Per Dept. of Rehab. Sect. 504* YES ☒ NO ☐
- III. Is there a front door labeled with the international wheelchair access sign?  
*Per Dept. of Rehab. Sect. 504* YES ☒ NO ☐
- IV. Is the labeled entrance's threshold not higher than ½ inch to allow for wheelchair access?  
*Per Dept. of Rehab. Sect. 504* YES ☒ NO ☐
- V. Is the door-handle to the labeled wheelchair entrance door, a lever handle (not a round doorknob)?  
*Per Dept. of Rehab. Sect. 504* YES ☒ NO ☐
- VI. If any services are available on second floor, does the building have an elevator?  
*Per Dept. of Rehab. Section 504* YES ☒ NO ☐ NA ☐
- VII. Does the classroom, working area, and break-room have enough room to maneuver a wheelchair and/or crutches?  
*Per Dept. of Rehab. Sect. 504* YES ☒ NO ☐
- VIII. Does the provider catalog / employee manual, contain the organization's Grievance Policy?  
*Per CFR Title 20, 29, 41* YES ☒ NO ☐
- IX. Is the Grievance Procedure and contact person made available in writing to the participant on or before the first day of program participation?  
*Per CFR Title 20,29,41* YES ☒ NO ☐
- X. If serving Limited English individuals, is the grievance procedure and procedures available in their language?  
*Per CFR Title 20,29,41* YES ☒ NO ☐
- XI. Is there at least one internationally labeled accessible restroom for the individuals with disabilities?  
*Per Dept. of Rehab. Sect. 504* YES ☒ NO ☐
- XII. Does the toilet stall for individuals with disabilities have bars on each side of the wall?  
*Per Dept. of Rehab. Sect. 504* YES ☒ NO ☐
- XIII. Is there a telephone reasonably accessible to handicap individuals?  
*Per Dept. of Rehab. Sect. 504* YES ☒ NO ☐
- XIV. Is there a water fountain reasonably accessible to disabled individuals?  
*Per Dept. of Rehab. Sect. 504* YES ☒ NO ☐

- XV. Are auxiliary (supplementary) aides available when requested by the individual?  
Per CFR Title 20,29,41 YES ☒ NO ☐

**Youth Service Provider Information:**

Josh Wolf  
Print First & Last Name

[Signature] 3/28/2022  
Service Provider Signature Date

1853 N. Raymond Ave Anaheim CA 92801  
Business Address

714 956-6222  
Business Phone Number

All information is subject to validation by SAWDB staff upon approval of award.

## SUBRECIPIENT COMPLIANCE FORM

**Instructions:** Please complete this form, sign and submit to the Santa Ana Workforce Development Board.

<b>Subrecipient</b>	ORANGE COUNTY CONSERVATION CORPS
<b>Agreement Date</b>	July 1, 2021-June 30, 2022
<b>Agreement Amount</b>	\$115,000.00
<b>Dun and Bradstreet Data Universe Numbering System</b>	# 835566431

**Catalog of Federal Domestic Assistance (CFDA)**  
 The Catalog of Federal Domestic Assistance (CFDA) is a government-wide compendium of Federal programs, projects, services, and activities that provide assistance or benefits to the American public. It contains financial and nonfinancial assistance programs administered by departments and establishments of the Federal government. The primary purpose is to assist users in identifying programs that meet specific objectives (for more information refer to: [www.sam.gov](http://www.sam.gov))

**CFDA Title & Number:** WIOA Youth Activities #17.259

KA initial if you understand and agree with the above statement

**Monitoring**  
 Subrecipient will or may be monitored by officials from the City, State, or Federal entities. Monitoring may include the review of the subrecipient's use of Federal awards through reporting, site visits, regular contact, or other means to provide reasonable assurance that the Subrecipient administers Federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements and that performance goals are achieved.

KA initial if you understand and agree with the above statement

**Audits**  
 Subrecipient's expending \$750,000 or more in Federal awards during the fiscal year must have met the audit requirements of OMB Super Circular section 200.501 within 9 months of the end of the subrecipient's audit period (refer to: <https://www.federalregister.gov/documents/2013/12/26/2013-30465/uniform-administrative-requirements-cost-principles-and-audit-requirements-for-federal-awards>).

Please provide documentation that demonstrates the most recent audit in compliance with the above mentioned OMB Circular or include a letter indicating why a single audit was not required for your agency.

☐ See Attached
 ☒ Not Applicable

\_\_\_\_\_ initial if you understand and agree with the above statement

Katherine D. Manning  
 Chief Executive Officer Signature

3/25/2022  
 Date