

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 Children's Therapeutic Arts Center, a non-profit corporation identified by the assigned Data Universal Numbering System (DUNS) Number 014317940 ("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 \$175,000.00 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 herein above.

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 2nd quarter after exit; (b) Percent of Participants who are in education/training, or in unsubsidized employment during the 4th quarter after exit; (c) the median earnings of Participants in unsubsidized employment during the 2nd 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 any and 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 WIB 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 Therapeutic Art Center 2215 N. Broadway, Santa Ana, CA 92706 Phone: (714) 547-5468 Fax: (714) 564-6990

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:

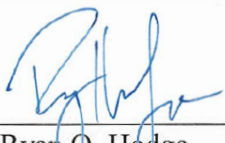
"CITY"

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: Dr. Ana Jimenez-Hami
Title: Executive Director
Tax ID #: 33-0930891

RECOMMENDED FOR APPROVAL:

Steven A. Mendoza
Executive Director
Community Development Agency

Workforce Innovation & Opportunity Act

Youth Program Provider

**Orange County Children's
Therapeutic Arts Center**

2022-2023

2022-23 Orange County Children's Therapeutic Arts Center Youth Employment Program - WIOA Proposal

1. Experience/Qualifications (1 page max):

- A. Agency description** - The Orange County Children's Therapeutic Arts Center (OCCTAC) has been in operation for 22 years in the City of Santa Ana. Our agency has grown significantly throughout the years, and established strong community partnerships, such as the City of Santa Ana, the Santa Ana Unified School District, the Santa Ana College, the County of Orange, and others. OCCTAC has served over 25,000 youth since the year 2000, rising from 100 students in its first year to more than 6000 youth each year! OCCTAC prioritizes on serving at-risk youth, foster youth, high school dropout students, homeless youth and youth with disabilities. Our programs integrate youth with and without disabilities in a nurturing, community-based environment, which teaches respect, disability awareness, and full inclusion.
- B. List the facility address and major cross streets.** OCCTAC is located at 2215 N Broadway, Santa Ana, CA. 92706. Our major cross streets are North Broadway and Buffalo.
- C. Indicate hours of operation for facility** - OCCTAC is opened 6 days per week (Monday – Saturday), from 8:30am until 8:00 pm, but closed on Sundays.
- D. Briefly indicate what makes your facility youth friendly and suitable for the proposed program.** OCCTAC is strategically located close to bus terminals for the convenience of the youth; and our facility is compliant with all ADA guidelines and regulations. Our facility, location, hours of operations, and wide variety of programs makes our facility youth friendly and suitable for the proposed WIOA program.
- E. Provide brief information on the following elements:**
- 1. Average annual operating budget and sources of revenue** - The average annual operating budget for the OCCTAC is approximately \$1,400,000. OCCTAC's sources of revenue come from a variety of sources, including the Santa Ana Unified School District, the County of Orange, other grants, fee for service, private donations, public donations, and fundraising.
 - 2. Brief description of staff** - OCCTAC is staffed by highly qualified bilingual staff, including: credentialed teachers, artists, therapists, case managers, counselors, and others. The WIOA Program will be staffed by a full time Case Manager, a Job Developer, a Career Counselor, an Arts/Technology Mentor and a Literacy/Math Tutor.
 - 3. Past experience with WIOA programs or other youth programs** - OCCTAC has been serving the Santa Ana youth for 19 years; and we have operated ***WIOA programs since the year 2005!*** Every year our Youth Employment program grows and demonstrates positive outcomes with the participants. We are very proud of our accomplishments throughout the years!
 - 4. What kind of impact has your organization made on the youth community** - OCCTAC has had a tremendous impact on the Santa Ana youth community. We are very proud of our accomplishments throughout the years. OCCTAC's innovative approach, which combines the arts, education, health and technology programs, provides youth a variety of programs they can engage in. Furthermore, our WIOA program participants always have successful outcomes. In 2018-19, our WIOA participants attained employment/entered education at a rate of 86 %, attained a credential at a rate of 86 %, and attained Literacy and Numeracy gains a rate of 64%. These outcomes demonstrate the commitment and dedication of our wonderful WIOA program staff.

**2022-23 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

2. Proposed Program: (1 page max)

A. Provide an overview of the program's main objectives.

The WIOA program at OCCTAC is an extension of our current educational services provided to older youth to empower and provide life-changing opportunities for all youth. OCCTAC has been working with WIOA participants since 2005. The program will continue to provide 13 out of 14 WIOA elements: educational services, job training, paid work experience, adult mentoring, literacy & math tutoring, career & educational counseling, occupational skills training and education, supportive services, certificate programs, leadership opportunities, comprehensive counseling, financial literacy, entrepreneurial skills training, labor market information, and activities to help youth prepare for post-secondary education and follow-up services. OCCTAC staff will refer participants to alternative secondary school services with College and Career Preparatory Academy (CCPA) or Santa Ana College School of Continuing Education.

The program will take place primarily at our community-based center in Santa Ana. Participants will engage in a variety of educational and job training activities, including classroom and workshop instruction. All participants will be required to meet individually with key staff, participate in daily and weekly educational trainings, and weekly workshops. In addition, WIOA participants will also engage in weekly "hands-on" work experience and job training opportunities at our agency and other offsite job trainings in the community. Please see below Table 1 for an overview of the program timeline for the entire year.

TABLE 1 – Program Timeline from July 2022 – June 30, 2023

Program Timeline	Program Activities & Training
Month 1 - 2 <u>Objectives:</u> Program Overview, Assessments, Participant Goals	<ul style="list-style-type: none"> • Orientation of program and services with Case Manager • Employability/Job Skills assessment with Case manager • Basic Skills/Academic levels assessment with Literacy and Numeracy tutor • Career interest assessment and survey with Career Counselor • Determine Employment and Academic goals • Initiate bi-monthly meetings with Case Manager to discuss goals and service needs of participants
Months 3-8 <u>Objectives:</u> Educational Guidance, Tutoring, Vocational Training, Job Training, Workshops & Work Experience	<ul style="list-style-type: none"> • Initiate paid work experience • Initiate weekly Leadership/Job/Life skills workshops • Initiate weekly tutoring of Literacy and/or Numeracy skills • Continue bi-monthly meetings with Case Manager to discuss progress • Continue monthly meetings with Career Counselor for academic guidance • Continue monthly support group with other WIOA participants and staff
Month 9-12 <u>Objectives:</u> Employability/Job Skills & Job Search	<ul style="list-style-type: none"> • Continue bi-monthly meetings with case manager to discuss program goals, and for intense employability skills and job search training • Continue tutoring, if necessary • Continue monthly life skills training • Continue weekly workshops with WIOA participants and staff

B. Please see below in sections 3 – 17 a full description of the program.

**2022-23 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

3. Population (2 pages max):

- A. Describe the total number of youth that will be served by this grant.** - The WIOA program at OCCTAC will serve a total of 20 WIOA participants. The program will serve **16 out of school** youth (ages 16 – 24) and **4 in-school youth** (ages 16 – 21) for a total of 20 youth.
- B. Describe the age range of the youth that will be served** – The WIOA program will serve participants as young as 14 and as old as 24 years of age.
- C. Describe minimum requirements that youth need to have in order to be enrolled into your program.** Aside from the basic WIOA requirements of being a Santa Ana Resident (16– 24 yrs.), and having a right to work documentation, our participants have to complete the following: 1) complete a background check, 2) obtain a negative TB test, and 3) attend a mandatory orientation session before completing the eligibility documentation.
- D. Special consideration for organizations that can serve the following youth populations:** (80% of Out-of-School youth (required); 10% of youth with disabilities; 10% of foster/emancipated youth; 10% homeless youth and 10% of youth on probation). **See below Table 2 for past Enrollment Numbers and percentages.**

Table 2- Percentages of Youth Population served at OCCTAC

Youth Population	2015-16	2016-17	2017-18	2018-19
Out of School Youth	75%	75%	80%	82%
Youth with Disabilities	25%	25%	50%	52%
Foster Youth	15%	15%	5%	0%
High School Dropouts	15%	30%	20%	9%
Youth on Probation	5%	0%	0%	0%
Homeless Youth	5%	5%	10%	4%

As seen on Table 2 above, OCCTAC has exceeded the minimum percentage required by this grant in most youth populations/categories, except for foster youth and youth on probation. Therefore, this year we will expand our network and community partnerships to ensure the minimum of 10% for these target populations, and establish new partnerships. One new potential partner is Project Kinship, who serves youth on probation and is located in the same facility where OCCTAC is located! We have had some preliminary conversations on the possibility of getting referrals from them. Furthermore, OCCTAC's ED has scheduled a meeting in February with key staff at the County of Orange, Social Services to discuss the need for more foster youth referrals to our agency. **See letter of support from the County, SS - Attachment C.**

- E. Specify how the targeted youth populations (out-of-school, youth with disabilities, foster/emancipated, probation, homeless) will be recruited.** OCCTAC has excellent community partnerships that will help us fulfill our enrollment goals and targeted youth populations. See below a summary of youth populations and partners.

**2022-23 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

1. **Youth with Disabilities:** OCCTAC has had a strong partnership with the Santa Ana Unified School District, Transition Partnership Program (TPP) during the past 12 years, in order to serve youth with disabilities. As seen in Table 2, OCCTAC has exceeded the 10% minimum and last year served 50% of youth with disabilities! We are grateful to our key community partner SAUSD TPP program staff for all of their referrals and support!
2. **Foster/Emancipated Youth:** OCCTAC will continue to collaborate with the County of Orange, Social Services, to continue to serve foster/emancipated youth. OCCTAC has been a partner with the County since 2007. We are looking forward to strengthening this partnership and serve more foster/emancipated youth in Orange County this year!
3. **Youth on Probation:** As stated previously, OCCTAC has been in preliminary conversations with the ED at Project Kinship (Steven Kim) on the possibility of collaborating and getting referrals from their program for our WIOA program. Project Kinship recently moved their operations to the same building (2215 N. Broadway – second floor) where OCCTAC agency is located! The mission of Project Kinship is to provide support and training to lives impacted by incarceration, gangs, and violence through hope, healing, and transformation.
4. **Homeless Youth:** OCCTAC will continue to collaborate with WISEPlace, an organization that focuses primarily on serving homeless women (youth and adults). WISEPlace will continue to refer homeless youth to OCCTAC's Youth Employment Program, as well refer adults to the various Santa Ana College certificate programs available at OCCTAC.

In addition to our excellent community partnerships, OCCTAC will continue to conduct community outreach and special community events throughout the year to promote our programs and inform the youth in the Santa Ana community about this wonderful WIOA program. See Table 3 for more information.

- F. **Include a Letter(s) of Support from organizations that have agreed to refer youth to your program as Attachment C.** – See attached the following letters from our community partners: 1) Santa Ana Unified School District, TPP – Youth with Disabilities; 2) County of Orange, Social Services – Foster Youth; 3) WISEPlace – Homeless Youth; 4) Santa Ana College – All Referrals and Services. **All letters will be submitted to the City prior to Contract approval.**
- G. **Describe your recruitment plan that will fulfill the requirement of enrolling 100% of youth by the 2nd quarter of the program (December 31, 2022).** In addition to referrals from our key community partners, we have established a timeline that will help us with our Community Outreach and Recruitment plan in the City of Santa Ana. Please see below Table 3 which summarizes our recruitment plan to ensure 100% of enrollment of youth by 2nd quarter.

**2022-23 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

Table 3 – Community Recruitment Plan to ensure 100% enrollment of youth by 2nd quarter

Plan	May	June	July	August	September	October
Orientation What is WIOA?		Last Friday of the month	Last Friday of the month	Last Friday of the Month	Last Friday of the Month	Last Friday of the Month
Community Presentations	All High School Classes – targeting Youth with disabilities in SAUSD, TPP.	All High School Classes – targeting Youth with disabilities in SAUSD, TPP.	Target Foster, Homeless & Probation Youth in the community (County, SS Orangewood, WisePlace).	Target Foster, Homeless & Probation Youth in the community (County, SS Orangewood, WisePlace).	Target Foster, Homeless & Probation Youth in the community (County, SS Orangewood, WisePlace).	
Community Outreach		Summer Community Fairs and Events – Provide Flyers to all community agencies in Santa Ana	Summer Community Fairs and Events – Provide Flyers to all community agencies in Santa Ana	Attend all back to school events at SAUSD and TPP partnership community events.	Provide information at OCCTAC & SAUSD Open Houses & Parent/Teacher Conferences	Provide information at big community events, such as: "Noche de altares" event & others
Youth Referrals		Inform community partners that we will start taking referrals starting July 1 st .	Set appointments with all youth referred to program as of July 1 st .	Set appointments with all youth referred to program	Set appointments with all youth referred to program	Set appointments with all youth referred to program
Contact Youth		Contact all youth that where interested in WIOA 2018 -2019 year after full enrollment.	Set appointments with youth with prior interest	Set appointments with youth with prior interest	Set appointments with youth with prior interest	

4. Assessment (1 page max):

- A. Youth Service Providers are required to use the Test for Adult Basic Education (TABE) assessment tool, but may use other assessment tools upon approval. – OCCTAC will continue to use TABE testing with all our WIOA participants.**
- B. Describe how your program will conduct assessments for youth participants, elaborate on the type of assessment tools or surveys that will be used. – At intake, all participants will be given a TABE test to determine the participant's Educational Functional Level in Literacy and Numeracy. The TABE test will determine the needs of the participants in both academic areas. Additionally, they will aid in the facilitation of the weekly tutoring sessions. All WIOA participants will be assessed after 3 months of tutoring to see their progress in each academic/subject area. If the youth goes up by 2 grade levels or more, the youth can take the final Post Test assessment. All participants will continue with the tutoring sessions if they score under 9.1 level.**
- C. Describe knowledge of the barriers that youth encounter – OCCTAC has served many youth with different barriers in life throughout our 19 years of community service! The**

**2022-23 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

majority of the barriers include youth with disabilities, youth with basic skills deficient, English language learners, low-income youth, homeless youth, youth in foster care or emancipated, pregnant or parenting youth, high school dropouts and other barriers. OCCTAC is very committed to serving all youth with these barriers. The following numbers represent the youth we served during the 2017-18 program year with different barriers. Out of the 20 youth served, 50 % had a disability, 15 % were Parenting Teens, 20% were HS dropouts, 10 % were homeless youth and 5 % were foster youth. Currently, we are serving the following youth with the following barriers during the 2018 – 2019 program year: 52% have a disability, 17% are Parenting Teens, 9% are HS dropouts, 4% are homeless youth and are foster youth.

D. Specify how your organization will address the barriers that youth encounter - OCCTAC

WIOA staff is very dedicated and committed to all the youth that we enroll in our Youth Employment (WIOA) program at OCCTAC. We have offered this WIOA program for the past 14 years to the Santa Ana youth! Our staff is comprised of a hardworking group of individuals that are passionate about making a difference in the community, and are prepared to address all of the barriers that youth encounter. Our TEAM of dedicated staff guide and mentor the youth, and assist them during the entire program year. The team is comprised of a Case manager, a Literacy/Numeracy Tutor, a Career Counselor, a Job Developer and Work Experience mentors that help youth attain their educational and career goals. All of the youth are also required to attend monthly job skills/life skills workshops, focusing anywhere from employment attainment/retention, to how to improve and change their own personal lives, and the community in which they live. In addition, to aid in academic barriers that youth experience, all participants will be assigned to an Educational counselor who will provide direction and coaching on any academic aspect, such as scholarship writing and enrollment into an institution of their interest. This service is crucial for all youth participating in the program because it will allow them to learn about various academic paths, including vocational training, HS recovery programs and 4-year institutions, while narrowing down a career of interest and actually committing to a program.

Furthermore, all participants will be provided with psychological counseling (if needed), and other important support services. OCCTA's environment is very nurturing, fun and supportive, and provides youth opportunities to maintain a high level of involvement in our programs. WIOA youth are supported emotionally throughout the entire year at OCCTAC, and are provided with a positive and welcoming environment that also encourages youth to partake on various leadership roles within the various programs and activities at our agency. These additional activities provide youth with an opportunity to gain self-confidence, self-esteem and leadership skills. Our goal is to empower youth and provide a life changing opportunity through this WIOA program!

**2022-23 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

5. Paid & Unpaid Work Experience:

- A. Describe in detail the paid and unpaid work experience opportunities that will be offered to the youth such as, Summer employment, Pre-apprenticeship programs, Internships or job shadowing, and On-the-Job training opportunities. Youth will engage in weekly "hands-on" work experience and job training opportunities at our agency and other community sites. The following tables (Tables 4, 5 & 6), demonstrate the variety of programs that we offer at OCCTAC and at offsite work experience locations. WIOA participants can choose from any of these programs/fields to fulfill their career goals and work experience. Please see below Table 4 for an overview of the various "hands-on" job-training programs, mentoring and work experience opportunities at OCCTAC.

TABLE 4: Mentoring & Job Training Programs at OCCTAC

Area of Training	Job Title	Placement & Work Experience	Educational/Training Curriculum
Health & Case Management	Case Manager Intern	OCCTAC, MECCA and Community Sites	SAC Curriculum <i>*State Certificate Program</i>
Health/ Mental Health (MH)	Mental Health (MH) Paraprofessional	OCCTAC, MECCA and OMID sites	County of Orange, Health Care Agency, MH Paraprofessional Certificate
Child Care Worker State Certificate	Child Care Worker	Early Start & Pre-Kinder Arts Program at OCCTAC	SAC Curriculum <i>*State Certificate Program</i>
Office/Reception Customer Service Computers	Executive/Administrative Assistant	OCCTAC office & Community sites	SAC curriculum <i>*State Certificate Program</i>
Education	Tutor / Instructional Assistant	Learning Academy at OCCTAC & SAUSD After School Program	OCCTAC & Host Curriculum
Education	Teaching Assistant	Early Intervention/ Early Start Program at OCCTAC	First Five Early Childhood curriculum, High Scope & "Hands on Training"
Arts Education	Teaching Assistant	After-School Arts Program at OCCTAC and Engage 360 at various SAUSD schools	CA Performing Arts Standards Curriculum and "Hands-on" Arts Training
Technology	Technology Assistant Graphic Artist Audio Engineer Intern Film Production Intern	Computers/Media LAB at OCCTAC & Santa Ana Business Owners St. Andrews Church Community Sites	SAC, Digital Media Center OCCTAC curriculums & "Hands-on" Photoshop, Animation/ Illustration & Graphic design training, Recording Technology Training Softwares, Pro-Tools & Sybellius

Furthermore, WIOA youth will be encouraged to participate in additional programs that we have at our agency to give youth more opportunities and "hands-on" experience on a variety of

**2022-23 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

fields (health, education, arts and technology), so they can gain as much work experience as possible.

TABLE 5: Additional Job Training Programs for WIOA Youth mentored by NON-WIOA staff

PROGRAM	DESCRIPTION	Days/Times
Early Start Program	The Early Start program is an early intervention program that integrates very young children (6 months to 3 years of age) with and without special needs in a natural community environment with their parents. It aims at enhancing students' cognitive, language, motor and social development.	Mondays & Tuesdays 8:30 am – 11:30 am Fridays 8:30 am – 10:30 am
Pre-Kinder Arts Program	The Pre-Kinder Arts program is a bilingual school readiness program that serves children ages 3- 4 years old. The parents and children work together in a creative and nurturing environment by engaging in music, art, literacy, and parenting classes to prepare children for school.	Wednesdays & Thursdays 8:30 am – 11:30 am Fridays 10:30 – 12:30 pm
After School Arts Program	The ASA for Life program provides artistic training in the fields of Music, Visual Arts, Dance, Musical Theatre, and Technology training to at-risk youth, and children with disabilities in the community.	Monday – Friday 3:30 pm – 8:00 pm and Saturdays 9:00 am – 4:00 pm
Therapeutic Arts Program	This program serves children and youth with disabilities of all ages and special needs, including: learning disability, health impairments, physical disability, developmental disabilities and others.	Monday – Friday 3:30 pm – 8:00 pm Saturdays 9:00 am – 4:00 pm
Learning Academy & Tutoring Program	This program provides homework support and tutoring to students (ages 5 – 16 yrs.) in Language Arts (reading and writing), math, and other academic subjects.	Monday – Friday 4:00 – 8:00 pm Saturdays 9:00 am – 5:00 pm
OCCTAC Family Wellness Program	This program provides outreach, prevention, referrals and engagement with individuals at-risk of mental health problems. Other support services include parenting, counseling, and support groups.	Monday – Friday 8:30 am – 8:30 pm and weekends
Senior Socialization Program	This program provides early intervention and socialization activities to older adults at-risk of mental health problems. Services are provided at OCCTAC and various Senior Centers in Santa Ana.	Monday – Saturdays 8:00am – 8:00pm

- B. Special consideration will be given to organizations that can prepare youth for targeted in-demand industries as identified in the OC Regional plan:** OCCTAC's Youth employment program prepares youth in 2 targeted in-demand industries identified in the OC Regional plan: 1) Healthcare and 2) Technology.
- C. Special Consideration for organizations that offer job training/preparation in the industries of: Science, Technology, Engineering, the Arts and Math.** OCCTAC offers job training and preparation in 3 of the industries mentioned above: 1) Technology, 2) the Arts and 3) Math.
- D. List some of the employers that will assist in the paid and unpaid work experience opportunities.** Please see below Table 6 for offsite job trainings for our youth.

**2022-23 Orange County Children's Therapeutic Arts Center
Youth Employment Program - WIOA Proposal**

TABLE 6: Mentoring & Job Training Programs OFF SITE

PROGRAM	DESCRIPTION	DAYS/TIMES
Santa Ana College CDC	Childcare Worker/ Preschool Teacher Assistant: Intern is responsible for assisting Preschool Teacher and conduct a variety of activities with children, including educational, arts & recreational activities, developmental assessments and others.	Monday – Friday 8:00am- 6:00pm
Santa Ana Senior Center Santa Ana Towers	Case Manager Assistant: Intern is responsible for assisting OCCTAC Case Manager at the Senior Center or Santa Ana Towers, and conduct a variety of activities with seniors, including health related and recreational activities, case management, interviews & assessments and others.	Monday-Saturday 8:00am – 6:00pm
State Farm Insurance	Administrative Assistant/Customer Service: Intern is responsible for answering phone calls and directing them to their designated department. Intern is also responsible for printing, organizing, and filing documents. Intern will be responsible for assisting clients with questions on insurance and providing an overview.	Monday-Friday 8:00am-5:00pm
Santa Ana Downtown Businesses	Office/Reception/Customer Service: Intern is responsible for making calls to previous and interested clients and inform on merchandise. Intern is also responsible for answering phone calls and providing assistance to clients and directing them to the necessary department. Intern will also work with clients in person and assist with any questions related to business and store merchandise.	Monday-Saturday (Days/Times vary)
Santa Ana Downtown Businesses	Administrative Assistant/ Social Media Intern: Intern is responsible for computer literacy, updating social media, making phone calls to participants to update contact information, and some fundraising. Intern is also responsible for clerical duties such as filing documents, answering phone calls and other tasks.	Monday-Friday (Days/Times vary)
Santa Ana Downtown Businesses	Graphic Arts Intern/Marketing Intern & Administrative Assistant: Intern is responsible for assisting in the creation of logos and flyers for marketing. Intern is also responsible for updating social media and some administrative duties such as filing, organizing, and data entry.	Monday- Saturday (Days/Times vary)

E. Include Letters of Commitment from employers as Attachment D.

Please see letters attached.

F. Include a copy of the Work Experience policy as Attachment E.

Please see attached OCCTAC's Work Experience Policy.

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

A. Describe in detail the alternative secondary school services or dropout recovery services that will be made available for youth. Youth will meet with the Educational Counselor at

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OCCTAC at least once a month to receive assistance as they decide to pursue their education. Youth and Counselor will meet and create monthly goals, which will lead to youth obtaining their diploma/GED. Counselor will provide youth with the various options available to them and will provide guidance along the way. The Counselor and youth will write down the path youth decides to take. Counselor will check in with youth periodically to ensure that youth is fulfilling all requirements. Prior to meeting with youth, the Educational Counselor will research the alternative secondary school services available near the youth. Counselor will gather information regarding requirements, costs, rules, schedules, entrance exams, etc. and provide to youth this information. In addition, the counselor will provide youth some examples of alternative secondary school services located in Santa Ana, provided below in Table 7.

In summary, the Educational Counselor will meet with each WIOA youth to obtain a better understanding of the participants' needs. During this meeting, the Counselor will gather more information relevant to the youth's needs. Together, the Educational Counselor and youth will find the program that best suits the participant. Then, they will call and set up an appointment to meet with the representative of the program. The Counselor will attend this meeting with the youth to advocate for the participant's best option. After this meeting, the participant and the counselor will strategize on how to proceed further. During this period, the youth will also be supported with additional academic /educational services, such as tutoring, study skills, time management, financial literacy and other important life skills topics.

Table 7: Alternative Secondary Schools located in Santa Ana

Name	Address	Phone #	Website	Notes
College and Career Preparatory Academy	1699 E. Wilshire Ave., Ste. 605 Santa Ana, 92705	714) 796-8795	http://www.ocde.us/CCPA/Pages/default.aspx	
Community Day High School	804 N Fairview St. Santa Ana CA 92703	714) 796-9000	http://www.sausd.us/Page/12603	
Independent Study Program	333 E. Walnut St. Santa Ana, CA 92701	714) 565-5400	http://www.sausd.us/site/Default.aspx?PageID=16692	APEX (online classes)
Hill view High School	154000 Lansdowne Rd. Tustin, CA 92782	714) 730-7356	http://www.tustin.k12.ca.us/hillviewhs	Continuation School (Credit Recovery)
Santa Ana College – School of Continuing Education	2900 W. Edinger Ave, Santa Ana, California 92704	714) 241-5720	https://www.sac.edu/ContinuingEducation/Programs/Pages/HighSchool.aspx 2 Locations – Centennial Education Center & Santa Ana College	Adult High School Diploma Program

- B. Describe in detail the activities that will lead youth to attainment of secondary school diploma or equivalent.** All Youth will be encouraged to continue their education, since this is such an important factor in their overall improvement and success in life. Youth will work closely with the Educational Counselor at OCCTAC on a one-on-one basis, and receive

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encouragement and guidance. All WIOA participants will be encouraged to attend college field trips throughout the year, and be exposed to different college campuses, as well as a wide variety of majors. By visiting the various colleges, youth will understand better the application process as well as all requirements needed.

The WIOA program at OCCTAC will also assist all youth with academic skills and provide all youth with basic skills deficiency a Literacy/Numeracy Tutor to help them improve in the deficient areas. In addition, the Educational Counselor will keep in close communication with the Literacy/Numeracy Tutor, and ensure that every participant is receiving the assistance needed to pass his or her classes. Aside from tutoring, the Counselor will meet with youth during bi-weekly meetings and support youth in developing all the skills necessary to succeed. These meetings will focus on important topics, such as, time management, test-taking strategies, and study skills. Furthermore, the counselor will also map out a plan that will help youth work towards their academic/educational goals. Youth and Counselor will also set goals and will work together to achieve goals. During every meeting, Counselor will inquire about youth's progress. Counselor will also work closely with the Case Manager, the Career Counselor and the Tutor to ensure that youth is receiving all the necessary assistance needed to improve in their academic goals.

- C. **Special consideration for organizations that offer dropout prevention or dropout recovery services.** As mentioned previously, OCCTAC will continue to collaborate with the Santa Ana Unified School District, TPP, as well as with the Department of Pupil Support Services, headed by Heidi Cisneros. We will continue to work with key counselors like Patrick Yrarrazaval-Correa to enroll in our program targeted Santa Ana youth, and offer dropout prevention or recovery services.

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

Note: WIOA only accepts certificates that are accredited by a State recognized educational entity or are recognized by employers. OCCTAC provides State recognized Certificate programs in partnership with the Santa Ana College. Therefore, any employer should recognize these certificate programs. We are extremely grateful for this wonderful partnership with the Santa Ana College. **See letters of Support from the Santa Ana College in Attachments C and F.**

- A. **Special consideration for organizations that offer preparation for postsecondary education and training in high-demand industries.** OCCTAC offers youth with and without disabilities preparation for postsecondary education. As state previously, OCCTAC partners with the Santa Ana College to offer youth a variety of career path options. Our WIOA team (Educational and Career Counselors, Case Manager and Literacy/Numeracy Tutor) work together to assist all of the youth enrolled in this program. Because of the certificate programs provided at OCCTAC, youth apply to the following positions and receive minimum and above wages. For example,
- Micro Center \$12.00 + Benefits
 - Daikin AC \$12.00
 - Providence Speech \$13.00 + Benefits

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- B. Special consideration for organizations that collaborate or partner with postsecondary institutions to enroll youth in career pathways that lead to an in-demand occupation.** OCCTAC partners with the Santa Ana College to enroll youth in career pathways of their choice. Also, we offer a variety of Santa Ana College courses at the OCCTAC facility, which is very convenient for our youth and other adults to enroll in a variety of college courses taught by SAC faculty at OCCTAC. Some of these courses include the following: Employability Skills, Business Classes, Health Education, Child Development, etc. In partnership with SAC, OCCTAC offers 2 State Certificate programs at our agency: 1) Child Worker State Certificate and the Office Clerk/Admin State Certificate), where they can earn a State Certificate in less than a year and the opportunity to find a job in one of these career pathways.
- C. Identify and/or develop a pathway for youth that can prepare them to obtain a career or occupation that provides livable wages? Please elaborate on the specific pathway(s).** Developing a pathway for youth that can prepare them to obtain a career or occupation is a high priority for OCCTAC. Our WIOA team inspires and motivate our WIOA youth to continue to enhance their educational and career goals, whether they have a disability or not, our goal is for the youth to be more successful in life! Please see below a pathway that we have created at our agency to assist and lead our WIOA participants.

Pathway for Post-Secondary Education

Participants will;

1. Meet educational counselor and identify interest and possible careers.
- ↓
2. Research Necessary education and courses to reach a particular career.
- ↓
3. Visit different campuses and apply to the ones they feel the most comfortable.
- ↓
4. Take placement exams after being accepted to his or her school.
- ↓
5. Research major and minor requirements for achievement
- ↓
6. Apply to programs that will provide additional services that youth will need while in post secondary education (FAFSA, BOG, DSPS, EOPS ect.)
- ↓
7. Create educational plan and registration to courses.

- D. Describe in detail how the program will prepare youth for postsecondary education and training.** The WIOA case manager, career and educational counselors meet regularly with each WIOA youth to discuss job leads, employment opportunities and post-secondary education.

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The case manager and career counselor helps youth with employment, and the educational counselor helps youth with entering post-secondary education. The career counselor will assess all youth using ONET to learn about their career preference, interests and skills, and then match them with carriers of their choice. Youth will then be able to obtain assistance in researching different majors, vocational training and certificate programs that will allow them to enter into post-secondary education in their field of interest. The Educational Counselor will also provide assistance to youth in completing all necessary registration and financial aid, scholarships and any important forms to minimize any stress and anxiety on registration or financial burdens.

- E. **How will your organization expose youth to the various post-secondary educational institutions (colleges, universities, vocational training schools, apprenticeships, etc.).** All year round, the WIOA youth and staff attend field trips to the various colleges and universities so they can get motivated and encouraged to enroll in any of these institutions with the help of the case manager and the career and educational counselors at OCCTAC.
- F. **Describe the certificates that youth will be able to earn while in your program or within 1 year after exit.** As mentioned previously, OCCTAC has a very strong partnership with the Santa Ana College. Currently, we offer 2 State Certificate programs at OCCTAC and all of the courses are taught at OCCTAC's facility by the SAC faculty. Please see below (Table 8) for a brief description of these certificate programs.

Table 8 - State Certificate Programs at OCCTAC in partnership with the Santa Ana College

PROGRAM	Brief DESCRIPTION	Days/Times
Office Clerk State Certificate Program	<p>This program prepares students for an in-depth training in executive secretary/administrative assistant positions. The open-entry/open exit, competency-based format promotes success in a high employment occupational field. The program develops skills in research, report and correspondence preparation, advanced computer software applications, database management, interactive presentations, customer service and telephone techniques, and other advanced office procedures.</p> <ul style="list-style-type: none"> • Keyboard 1 • Intro to Windows • Intro to Word • Intro to Excel • Employability Skills • Navigating the Internet 	<p>Monday – Friday</p> <p>Courses are offered various days/times during the week (morning, afternoon and evenings)</p>
Child Care Worker State Certificate Program	<p>This program trains students in the field of early childhood and business development. Students learn how to start their own private business or work at a childcare facility, such as preschool, etc. Students learn business skills, early childhood care and development, health information required for licensing, and skills necessary for successful operation of a childcare business.</p> <p>In order to earn their State Certificate and obtain a County of Orange license, students must take the following courses:</p> <ul style="list-style-type: none"> • Early Childhood Care and Development • Health Education for Childcare Providers 	<p>Monday - Friday</p> <p>Courses are offered various days/times during the week (morning, afternoon and evenings)</p>

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	<ul style="list-style-type: none"> • Employability Skills • How to Start a Small Business • Business Practices for Family Child Care Providers 	
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G. Include data and research that supports the industries or pathways listed above.

According to O Net Online the following position and many other administration positions considered those with a bright outlook and rising opening.

43-4171.00 Receptionist and information clerks

43-6013.00 Medical Secretaries

43-3021.00 Billing and Positing Clerks

According to O Net online the following position and many other in child worker are considered those with bright outlook and rising opening as well.

39-9011.00 Child care worker

25- 2011.00 Preschool Teachers, except special education.

H. Include Letters of Intent from training agencies as Attachment F.

Letters of Intent will be provided to the City upon request and/or prior to Contract approval.

In addition to our state certificate programs offered at OCCTAC in partnership with the Santa Ana College, OCCTAC is currently collaborating and with other community partners to incorporate 2 Health Certificate Programs to train our WIOA youth.

1) Mental Health Paraprofessional Certificate: In partnership with the County of Orange, Health Care Agency, OCCTAC staff is trained and certified to offer a "Mental Health Paraprofessional" Certificate. This training is currently being offered to Religious Leaders in the community all over Orange County, and funded by the County of Orange, Health Care Agency. We are researching the possibility of offering this certificate program to our WIOA youth, if they are interested in working in this field.

2) Medical Technology Certificate: In partnership with the California School of Health Sciences, OCCTAC is currently in discussions with the owners (past board members) to train our youth in short-term Medical Technology certificates.

8. Tutoring (1 page max):

- I. Note:** Youth Service Providers are required to use the Test for Adult Basic Education (TABE) on ALL youth to assess their literacy and numeracy skills. Youth who score 8.9 and below are considered "basic skills deficient" and should receive tutoring or remedial training to improve their literacy/numeracy skills. OCCTAC currently uses and will continue to use TABE test and TABE testing materials with our WIOA participants to improve their literacy and numeracy skills.
- J. Describe in detail the tutoring resources that will be provided to youth.** OCCTAC has demonstrated commitment in helping WIOA youth with and without disabilities improve their

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literacy and numeracy skills as evidenced every year with our participants! Every year at least 80% of all participants increase their literacy/numeracy skills! In summary, our WIOA Literacy and Numeracy tutors meet with each participant at least once a week upon the completion of the initial TABE assessment. Our agency's goal is that each youth increases by at least two Educational Functional Levels at time of post-test. OCCTAC tutors provide individualized tutoring sessions every week throughout the year to ensure that our youth will be able to increase both their literacy and numeracy skills to be successful in life. In the past, OCCTAC has been very successful in the attainment of these goals, and thus it will continue to assist all participants with and without disabilities achieve higher educational and academic goals to be successful in their educational and career goals.

9. Mentoring (1 page max):

- K. **Specify how your organization will provide mentoring to youth.** Our agency has wonderful staff that is dedicated to empowering and supporting our WIOA youth. Not only will our WIOA staff provide mentoring to youth, but all the other OCCTAC staff working in other programs at our agency and in the community, such as (After School Arts, Therapeutic Arts, Early Start & Pre-Kinder Arts, Learning Academy, Family Wellness Program, Senior Socialization Program etc.) Youth will have the opportunity to learn, interview, shadow and receive mentoring from excellent professionals in the fields of Education, Arts, Technology, Health, Psychology, Counseling, Early Childhood Development, Marketing, Business and others. In addition, the youth will gain hands on work experience in these fields, as well as the opportunity to gain insight from these professionals regarding the various career and educational paths that youth are interested in pursuing.

- L. **Specify what types of support your organization will offer youth who are facing challenging obstacles such as family dysfunctions, mental health issues, homelessness, low self-esteem, probation, gang issues, parenting issues, etc.** OCCTAC will continue to collaborate with OMID Mental Health Clinic, Pepperdine University, Graduate School of Education and Psychology, California State University, Fullerton and USC, School of Social Work. All 4 institutions refer counseling, psychology and marriage and family therapy interns to OCCTAC, and provide Psychological/ Mental Health Counseling to all our WIOA youth, if needed. Participants can enroll in individual counseling at OCCTAC or in the community. In addition to the psychological counseling provided to youth, all WIOA participants must attend mandatory life skills workshops and trainings on where to obtain additional information and resources in the community. Our Case Managers will also guide the youth and refer them to these additional community resources and specialists, if needed. Finally, parenting youth will also be able to participate in any of the parenting classes offered at OCCTAC, to help them with parenting issues, educational support etc. and gain assistance in working through all of these challenges.

- M. **Will your organization offer mental health services or referrals to mental health agencies, describe.** YES. As stated above, OCCTAC has various community partnerships that can offer mental health services to our youth. Thus, our WIOA staff can make direct referrals to provide free mental health services and onsite counseling on a weekly basis for our youth.

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- N. Describe how your organization will provide or refer youth to comprehensive guidance and counseling for drug and alcohol, etc.** In partnership with the community services program, we are able to provide youth with a workshop on drugs and alcohol, and also provide them information resources, and referrals if needed.

10. Workshops:

- O. Provide information about the following workshops and how or when the workshops will be provided to youth in the program:** - All participants will be required to attend Life Skills and Job Skills training that will encompass all of the following components. Youth will be asked to attend mandatory workshops to assist them in their overall achievement in this program, as well as their personal lives. Workshops will be weekly. Starting in September 2020 and ending in June 2021.

OCCTAC Training Series:

- **Financial Literacy:** This workshop series will allow WIOA participants to understand the importance of budgeting their money and savings. They will gain an insight on how to become financially stable now in order to further assist them with their career and educational goals. See attachments section for a sample.
- **Job Skills:** This workshop series will allow youth to learn and create materials needed for employment purposes, with the ultimate goal of when completed, they are able to assemble an employment portfolio that can be presented at any job fair, interview, and new potential employer. See attachments section for a sample.
- **Life Skills:** This workshop series will help our youth with day to day life skills information to assist them in making healthy and reasonable choices in their lives. See attachments section for a sample.

1. Financial Literacy/ Budget Management – These are one of the most basic and important workshop series that we offer at OCCTAC for several years! As mentioned above, WIOA participant will learn about financial literacy and budgeting, and these workshops will allow our youth to think not only about the present, but of their future. They will learn the basics of opening a checking and savings account, and how to plan for retirement and future expenses.

2. Entrepreneur Skills Training – This workshop will be the perfect opportunity for innovative young adults in Orange County to learn what it takes to be successful when launching their entrepreneurial ventures. They will learn how to do this via three key strategies: Business plan competition, Networking and collaboration.

3. Labor Market Information – This workshop will provide youth with valuable information for today's labor market, so that you can make an educated decision on which career path is best suited to their skills and abilities.

4. Family Planning – A representative from Planned Parenthood will provide our WIOA youth with information on birth control methods, family planning and free healthcare services. These

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workshops are intended to help assist youth with their future and current family stabilities.

5. Worker's Rights/Labor Laws – Participants will be able to learn and understand their rights as an employee in California from things like mandatory break times and benefits. Participant will also be able to learn and understand how to ask and receive accommodations that must be provided to those who have same type of learning or physical disability. As well as questions that may not be asked in an interview or after becoming an employee.

6. Analytical Skills at the Workplace – All WIOA youth will be provided with a task analysis and literacy analysis, skills assessments, job profiling, and pre-employment work skills. Each of these skills can provide a path to improve the participant's ability to perform basic job skills in the field or job they have or may have in the future.

7. Health Resources – Participants will be given resources from our community partners, including Planned Parenthood on how to be healthy and safe, and how to obtain medical services. Additionally, our MECCA coalition, Pepperdine University, USC, School of Social Work, and the County of Orange, Health Agency will provide WIOA participants with other health resources and mental health specialists, if needed.

8. Professional Communication/Public Speaking Skills – All Youth will be asked to take a training that will allow them to learn the necessary skills for public speaking, including how to speak to employers and/or new offsite work placements and new potential employers. Also, youth will learn how to create and give oral presentations, as well as how to speak to people when networking for future connections.

9. Navigating the Workplace – Participants will learn how to deal with difficult workplace situations, and the importance of effective communication skills for positive professional relationships and conflict resolution. This will include learning about good and bad forms of communication, suggestions on positive and effective communication, and techniques on how to effectively respond to conflict situations. Participants will then have the opportunity to put their knowledge to the test by reviewing different workplace scenarios where they will change the outcome of the situation.

11. Civic Engagement and/or Leadership Development

A. Can your organization offer a civic engagement opportunity or leadership development opportunity for WIOA youth and other youth in the community, if so, please describe. –

Yes, every year we provide our WIOA youth many opportunities for civic engagement and/or leadership development. For example, All WIOA youth are asked to attend and participate in the youth council meetings, so they can share their personal experiences with the program and contribute ideas/information on how to better serve the youth in Santa Ana. Also, Youth attend other important community events representing OCCTAC and the Santa Ana community. Finally, they are also asked to do presentations to other youth in the community to inspire and share their experience with other youth in Santa Ana and contribute to a better future for our community!

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- B. Indicate the number of youth that will participate in the civic engagement or leadership development opportunity – All WIOA youth are requested to engage in leadership development opportunities at OCCTAC and the community, through civic engagement and leadership opportunities throughout the year!**

12. Supportive Services:

- A. Will your organization provide supportive services to youth such as gas cards, bus pass, childcare assistance, etc. If so, please describe. – Yes.** All youth will be provided with supportive services during all phases of the WIOA program. Supportive services are available to those youth approved for the program that show limited resources to meet basic needs, and have expressed to our case manager or educational/career counselor the need for additional support services.

WIOA Youth enrolled at OCCTAC are eligible for the following (as long as funds are available):

1. **30 day bus passes:** Every month as long as they provide proof of a steady attendance to all WIOA activities and or accomplish employment or educational goals
2. **ACCESS Coupon Books:** Every other week as long as they provide proof of a steady attendance to all WIOA activities and or accomplish employment or educational goals
3. **Gas Cards:** Every month as long as they provide proof of a steady attendance to all WIOA activities and or need to accomplish employment or educational goals. As well as proof of their license.
4. **Academic Supplies:** All WIOA participants are eligible for academic supplies, such as: planners, USB drives and backpacks. For students who have entered post-secondary education we are able to purchase some, if not all, of their college course books. For those who have entered a credential program some if not all fees can be paid off.
5. **Work Related:** All participants are eligible for work related material when needed, to help obtain or keep employment such as portfolios, clothing etc.
6. **Child/Dependent Care:** Participants may receive assistance with childcare or dependent care through the provision of \$50 payment to institution/childcare provider of their choice. This will enable them to participate in WIOA activities and/or accomplish employment or educational goals.

- B. Include the Supportive Service Policy as Attachment G.**

Please see attached OCCTAC Supportive Services Policy for more specific details.

13. Incentives (1 page max):

- A. Will your organization provide incentives to youth for accomplishing program benchmarks or personal goals, if so, please describe. – Yes,** WIOA staff will be providing youth with incentives that will encourage them to accomplish their program benchmarks and personal goals, in order to move forward in employment and education.

- B. Include the Incentive Policy as attachment H.**

Please see Incentive Policy as attachment H.

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

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Youth Service Providers are required to provide follow-up services to youth participants 12 months after exit. Follow-up documentation will be required 30 days after exit, 60 days after exit, and 1st, 2nd, 3rd, and 4th quarter after exit. Yes, OCCTAC staff will comply with all WIOA regulations and program requirements. Please see below Table 9 that delineates all follow-up services.

- A. Elaborate on the types of services that will be provided to youth during each quarter during the 12-month follow-up period.** The following table describes the services that can be obtained and provided to youth during any part of their 12-month follow up period. Please see below Table 9 for follow-up services.

TABLE 9 – Follow Up Services

Services	Follow-Up Period					
	30 day	60 day	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Case Management (Updates and Meetings)	Monthly and as needed	Monthly and as needed	Monthly and as needed	Quarterly and as needed	Quarterly and as needed	Quarterly and As needed
Educational Counseling (Updates and Meetings)	Monthly and as needed	Monthly and as needed	Monthly and as needed	As needed	As needed	As needed
Employment Services (Job Development Meetings)	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Credential Services (Registration)	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Supportive Service (Transportation)	As funds Allow	As funds Allow	As funds Allow	As funds Allow	As funds Allow	As funds Allow
Supportive Services (School Materials)	As funds Allow	As funds Allow	As funds Allow	As funds Allow	As funds Allow	As funds Allow
Referrals (Housing, Mental Health, Food Distributions, Health, Counseling, other)	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed

- B. Describe how your organization will provide case management, job retention services, mentoring, and ensure the participants attain their goals.** – All participants are asked to meet with the case managers and the career/educational counselor at least once a month during the first quarter after exit, in order to ensure that youth accomplish and continue meeting their goals. Youth have the option of meeting with the job developer and case manager to gain additional skills and training if needed, and to obtain employment or retain employment after exit. Participants are also contacted via phone or/and e-mail during the 2nd, 3rd, and 4th quarters to get updates from youth on post-secondary education and employment. Furthermore, all Youth are encouraged to come in person to meet with the WIOA staff, attend meetings, and receive additional tutoring, training, and or any other services at OCCTAC, to ensure that youth keep a good GPA in school, and continue to move forward in their employment.

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- C. Describe how your organization will ensure that youth meet the Performance Indicators during the follow-up period.** – The following Table 10 indicates how often the WIOA staff will contact youth, and set up meetings/appointments to provide them with additional assistance, and support their goals to retain employment and stay in post-secondary education.

TABLE 10 – Frequency of Follow up Services

Services	Follow Up Period					
	30 day	60 day	1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
Follow Up Case Manager Meetings	Monthly and as needed	Monthly and as needed	Monthly and as needed	As Needed	As Needed	As Needed
Follow Up Calls/Emails	Monthly and as needed	Monthly and as needed	Monthly and as needed	Quarterly and as needed	Quarterly and as needed	Quarterly and as needed
Follow Up Job Developer Meeting	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Follow Up Educational Counselor Meetings	Monthly and as needed	Monthly and as needed	Monthly and as needed	As Needed	As Needed	As Needed
Job development trainings (Resume, cover letter, applications, follow calls, Interview assistance etc.)	As Needed	As Needed	As Needed	As Needed	As Needed	As Needed
Post Secondary Trainings (Study Skills, FASFA, registration, transferring etc.)	No service at this time	No service at this time	No service at this time	As Needed	As Needed	As Needed

- D. Describe if your organization will provide youth with incentives or supportive services during follow-up period to assist youth retention.** Yes! OCCTAC will provide youth with both supportive services and incentives while in the process of completing their goals, and after accomplishing an important benchmark. The following table 11 explains when they are eligible to obtain supportive services and/or incentives. Please see Incentives Policy for details on how many incentives participants can earn for each category.

TABLE 11 – Support Services/Incentives for WIOA participants during Follow-up:

Incentives	Benchmarks				
	Post Secondary Education	Earning Accredited credential	Job Search	Obtaining Employment	Retaining employment
Supportive Service	30 day Buss pass, ACCESS Coupons, Gas card – Academic Supplies			30 day Buss pass or Gas card	
Education	\$25 for registering to fall or spring classes	\$25 for obtaining Post-secondary credential. \$50 for obtaining secondary school credential.			
Employment			\$25 for	\$50 for obtaining	\$50 for every quarter they are employed as

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			scheduling and attending Interview, Portfolios, professional attire,	employment. Work related clothing and tools	funds allow
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E. How often will the youth be engaged or receive service during the follow-up period. –

All Youth will be asked to keep in contact with the WIOA team, and meet regularly with the case managers and the educational/career counselors during the entire follow-up period, especially during the 1st quarter. After the first quarter, participants will be asked to contact and speak with the case managers and counselors on a quarterly basis. However, youth are encouraged to engage as frequently as possible with the WIOA staff! Depending on the youth's needs, they are able to meet with any WIOA Staff as often as needed. In addition, all youth are given the opportunity to take any credential programs offered at our agency, Life Skills classes, counseling and any workshops/trainings offered during any of their follow up periods. This will provide our youth the opportunity to continue to be engaged in our center, on a weekly basis.

15.WIOA Performance Indicators

A. Include a flow chart or visual aid or brief explanation of how your organization will meet the following WIOA Performance Indicators:

1. How OCCTAC will meet the % of participants who are in education or training or unsubsidized employment during the 2nd quarter after exit.

Month	Employment	Education
May	Mock Interview Session – Start Job Search	Research classes to register for Summer – Meet With Educational Counselor
June	Start Applying to different positions – Meet with case manager	Register for summer classes – Meet with Educational Counselor
July	Apply to different positions and follow up calls – Meet with Case Manager	Research classes to register for Fall Session – Meet With Educational Counselor
August	Set up Interviews and continue to send out Applications – Meet with Case Manager – provide Incentives to those who set up interviews	Register for Fall Classes – Meet With Educational Counselor - incentives provided to youth who register for classes
September	Practice interview Skills and meet with Case Manager – Incentives provided to those who obtain employment	Register for 8 week courses – Meet With Educational Counselor - incentives provided to youth who register for classes
October	Continue to meet with Case Manager & job Developer as needed	Classes in session

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November	Continue to meet with Case Manager & job Developer as needed	Research classes to register for Intersession – Meet with educational counselor as needed
December	Provide Incentives to those who have 3 consecutive months on the job	Research classes to register for Spring – Meet with educational counselor as needed

2. How OCCTAC will meet the % of participants who are in education or training or unsubsidized employment during the 4th quarter after exit.

Month	Employment	Education
January	Set appointments with Case Manager and Job Developer as Needed	Assist Youth in Registering to Spring Classes- incentive provided to youth who register for classes
February	Set appointments with Case Manager and Job Developer as Needed	Assist youth in registering to 8 week courses - incentive provided to youth who register for classes
March	Provide youth Incentives for having been employed for 3 consecutive months	Classes in Session
April	Set appointments with Case Manager and Job Developer as Needed	Classes In Session
May	Set appointments with Case Manager and Job Developer as Needed	Assist youth in researching possible summer registrations
June	Provide youth Incentives for having been employed for 3 consecutive months	Assist youth in registering for summer classes

3. Document the median earnings of participants in unsubsidized employment during the 2nd quarter after exit. During the second quarter after exit, all youth will be asked to fill out a follow-up form which contains information on wages, location of hire, and length of employment. The information on wages will be extracted from all currently employed youth to determine the median earnings of participants during the second quarter.

4. Percent of participants who obtain recognized postsecondary credential or Secondary diploma during participation or within 1 year after exit.

At the beginning of the program, the Educational/Career Counselors and the Case Managers will enroll all of the participants in a recognized credential programs. Every month, the Counselors will check on the students' progress. Moreover, the Educational Counselor will build a relationship with the Postsecondary Credential Instructors, and receive a monthly progress report. The Counselors will then schedule a meeting with those students who have not advanced. For those students who did not complete a credential during the 1st year of the program, the Counselors will meet with the participants, and re-enroll in a credential program during the 1st quarter follow-up. The Counselor will once again check on the participant's progress, and

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encourage and support participants to complete credentials. When participants complete their credentials, they receive an incentive during the 2nd quarter of the follow up. During the 3rd quarter follow up, the Counselors will once again check on the participant's progress. The Counselors will meet with the participants bi-weekly, and make any scheduled changes that will benefit the participants. If participants complete a credential, they will receive an incentive during the 4th quarter follow up.

5. **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 skills gains.** Participants will meet with the educational counselor every month to discuss their educational goals. They will take an ONET assessment that will guide them in figuring out their strengths and weaknesses, as well as potential careers that fall in that category. Furthermore, meetings will be tailored to research majors and schools that contain the adequate resources to be successful. All participants will be enrolled in a credential program at the beginning of the program. The Counselor will meet with participants to receive monthly updates, and verify the participant's progress with the teacher.
6. **Effectiveness in serving employers.** WIOA Participants are eligible to continue to meet with the Case Manager and Job developer though out the year, and as necessary, to continue to gain employment training to improve their work ethics, and job skills to keep moving forward and improving at their current work sites.

16. Prior Outcomes

- A. **If your organization was previously awarded a WIOA contract through the Santa Ana Workforce Investment Board, OC Workforce Investment Board or Anaheim Workforce Investment Board please disclose your organization's past performance outcomes for the past 1-2 years from each WIB if applicable:** OCCTAC has been providing the WIOA program to Santa Ana youth for the past 14 years! Please see below our outcomes for the last 6 years.

OCCTAC PERFORMANCE OUTCOMES (Santa Ana WIOA)

Common Measures	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18
Increased Literacy/ Numeracy Skills	74%	95%	100%	100%	89%	73%
Entered Employment or Post-Secondary	95%	73%	72%	75%?	80%	89%
Attained Credential/ Diploma/Certificate	82%	67%	93%	100%	65%	89%

17. Fiscal Competency

- A. **Describe the process used to capture and report fiscal data.** All invoices or vendor statements will be initialed by the Executive Director prior to signing the check to pay that bill or invoice.

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After checks are printed and signed, the accountant shall mark "Paid" with the date of payment and check number utilized for payment. All disbursements shall be reviewed and approved by the Executive Director. A monthly review of all disbursements shall be conducted by the Accounting clerk and reviewed by the Executive Director and the Finance Committee for verification of accuracy, documentation and appropriate approval. The Executive Director shall be authorized to expend funds as approved by the Board of Directors under the organization's annual operating budget.

- B. Attach a copy of the organization's procurement policies and procedures as Attachment I.** Please see attached OCCTAC's Procurement Policies and procedures.
- C. What systems are used to ensure fiscal accountability, appropriate expenditures, and planned costs.** All requests for reimbursement shall be reviewed and approved by the Executive Director and Finance Committee. All reimbursements are subject to budgetary limitations as established in the organization's approved operating budget. No reimbursements are made without appropriate backup documentation. Please see details below of the accounting system used at OCCTAC:
- **Accounting Method:** OCCTAC utilizes a modified accrual-based account methodology.
 - **Cost Allocation Method:** Costs are allocated using the Direct Cost Allocation Method (OBM Circular A-122). OCCTAC classifies each item to a specific program, department, site, grant or contract that it directly relates to. Indirect expenses like general administration and general expenses are allocated based on the allowable budgeted portion of each program with the remaining portion to the center's administrative category. OCCTAC shall produce financial reporting for each of the Center's program functions. In consolidation, these programs shall make up the overall financial position of OCCTAC. All transactions (Payments and cash receipts) that occur at the center shall be classified under identified categories and programs. When program funding is split between two or more sources, the cost allocation for this program shall conform to the budget allocations established in the program.
 - **Budgets:** Under the guidance of the Finance Committee and prior to the beginning of each fiscal year, the Executive Director prepares an Operational Budget, including Program Budgets. Tuition fees, Service fee rates, etc., shall be approved by the Board. Any gifts (monetary or otherwise) resulting from fund-raising activities, solicitations and acceptance of gifts or contributions that are presented with restrictions of use shall be approved by the Board of Directors and submitted to the finance committee to verify the appropriate method of accounting and reporting.
 - **Receivables:** Receivables shall be aged monthly and delinquent accounts shall be followed up for collection. Receivables from miscellaneous sources shall be reviewed periodically by the Treasurer and significant amounts shall be reported to the Board of Directors. All write-offs shall require approval from the Finance Committee prior to implementation. The Board shall review all write-offs from uncollectible accounts receivables.
 - **Deposits and Receipt of Monies:** Deposit of monies are made on a weekly basis, or whenever more than one thousand dollars (in either cash or check) has been received and recorded by the OCCTAC office. All items to be deposited are and shall be stamped "For

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Deposit Only" to the Account of OCCTAC with the appropriate bank account number. A deposit form for established OCCTAC accounts shall be completed with deposit slip details for cash or multiple checks. A copy of the deposit form, slip and all items to be deposited shall be made for accounting purposes and upon completion of the deposit attached to the deposit slip and turned into the accounting revenue in-box. To ensure appropriate financial controls, the individual making deposits shall not be the same person reconciling the OCCTAC account. All funds received shall be recorded in the accounting system and filed in the locked accounting file cabinet.

- **Disbursements:** All disbursements are and shall be made by checks drawn on the established operating checking account for the OCCTAC. All disbursements shall utilize pre-numbered checks used in sequence. Any and all "voided" checks are and shall be mutilated and notes on the voided check stub. At no time shall disbursements be made to "bearer" or to "cash". All banking materials, records, blank checks, and deposit books are and shall be maintained in secure cabinets in the OCCTAC office under the supervision of the Executive Director and Accounting clerk. Only those individuals authorized to handle check stock as their part of their accounting duties for OCCTAC account shall have access to these banking materials. Disbursements are prepared from original invoices. Each disbursement shall require submission of a purchase request form and appropriate backup documentation. Invoices shall be date stamped upon receipt and marked "approved for payment."
 - **Reconciliation of Accounts:** All OCCTAC bank accounts are reconciled monthly. A monthly review of all accounts and financial reports are prepared by the Board Treasurer or designated Finance Committee Member.
 - **Files and Records:** OCCTAC shall maintain hard copy files for all operational and business transactions that occur. Files shall be separated into the following categories: a) Accounting records, b) Grant documentation, c) Tax filings; Donors, d) Legal/Insurance/License /Permits, e) OCCTAC Programs, f) Personnel documents and files, g) Vendor and Client contracts and other documents. OCCTAC maintains electronic and hardcopy records of all accounting transactions and financial reporting. All electronic records are be copied and stored in a secure, off site location or in a web based file storage system, which is the server. All financial and accounting hardcopy files are stored in secure--lockable file cabinets. Requests for financial documentation get processed through the accounting staff i.e. copy of original document. Original financial documentation remains in the file/s cabinet at all times.
- D. Describe invoicing process and list qualifications of staff assigned to task.** OCCTAC accounting clerk creates monthly WIOA invoices to submit to the City based on expenses incurred during the month. After the Coordinator and the Executive Director review and approve the program expenses, the Accounting clerk enters the data from the participants' stipends and/or time sheets, program staff as well as related expenses into the accounting system to generate an invoice. The Invoice will be on the appropriate form provided by the WIOA Contract and submitted for reimbursement.
- E. Describe how your organization's financial stability is not dependent on WIOA funds.** The Orange County Children's Therapeutic Arts Center has a variety of funding sources, including: (1) contracts, (2) grants, (3) donations, (4) fee for service, and (5) fundraising. OCCTAC

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continues to maintain current contracts, as well as enter into new contracts with key community partners. Three years ago, OCCTAC started a new contract with the Santa Ana Unified School District and five years ago with MECCA and the County of Orange, Health Care Agency to provide prevention and family wellness programs. We anticipate a steady revenue increase, as we continue to grow each year with SAUSD and our MECCA and County partners. In addition, and as part of the OCCTAC's long-term sustainability plan, the Executive Director and our board of directors have agreed to continue to diversify OCCTAC's funding sources by focusing some more on (1) donor solicitation, and (2) fundraising, and (3) social enterprise ventures.

- F. Identify the percentage of budget that will go directly to youth (i.e.: work experience payments, direct training, supportive services, incentives, etc.) versus the percentage of overhead and administrative costs.**

48% of budget will be directly spent on the youth in the form of work experience, stipends, salaries, direct training, support services, incentives, etc. for the year 2022-2023.

- G. Submit most recent 2 years of audited financial statements as Attachment T & U with the Audited Financial Statement Form signed (Attachment S).
Please see Financial Audit for year ending 2020.**

18. Additional Attachments

- A. You may include additional documents such as flyers, brochures, training descriptions, and/or testimonials that support your proposal and/or further describe the program, as Attachment W.
Please see additional attachments included. Attachments Include WIOA Youth Brochures, Youth Testimonials and other Youth Employment Program forms.**



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Work Experience Policy WIOA Program 2022 – 2023

Purpose:

To establish guidelines for the WEX youth paid work experience placements while enrolled in OCCTAC's Youth Employment Program funded through Workforce Innovation and Opportunity Act (WIOA).

Eligibility & Customer Profile:

WEX youth participating in work experience must have unexpired right to work documents and qualify for the youth employment program by meeting the requirements as outlined in the Youth Program Eligibility and Application Policy. WEX youth will make a plan with case manager in order to assess the developmental needs and place youth in worksite that best fits the WEX youth's experience and interests.

Depending on the program that they work for, WEX youth will be working with children age 6 months to adults 65+ if their worksite is OC Children's Therapeutic Art's Center. Customer profile will vary if WEX youth are placed off-site.

General Information:

Lunch and Breaks: WEX youth must take a ½ hour unpaid break after no more than 5 hours of work. They are also entitled to a paid 10-minute rest period every 4 hours.

Unable to attend worksite: WEX youth must notify the worksite supervisor and case manager a minimum of two hours before his/her shift begins if unable to report to work.

W-2: To be available for all youths that participated in WEX by January 31 for the hours completed the year before. Youth are



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responsible for providing OCCTAC staff with the most up to date address so that their W-2 gets mailed out to the correct address.

Worker's Compensation: WEX Youth are all covered under OCCTAC's insurance. If they are ever to become injured or hurt on the job they will call the insurance company and go to the provider covered by the insurance.

Work Hours: On average WEX youth will work between 10-20 hours a week. Below are the maximum hours the WEX youth may complete based on California labor laws. WEX youth are not authorized to work overtime.

	Ages 14-15	Ages 16-17	Ages 18+
Work Hours	<ul style="list-style-type: none"> • 7am-7pm from Labor Day to June 1 • Not during school hours • 7am-9pm, from June 1 to Labor Day 	<ul style="list-style-type: none"> • 5am-10 pm when there is school the next day • 5am-12:30am when there is no school the next day 	Any time
Maximum hours when school in session	18 hours a week but not over: <ul style="list-style-type: none"> • 3 hours a day on school days • 8 hours a day Saturday-Sunday and holidays 	40 hours a week, but not over: <ul style="list-style-type: none"> • 4 hours a day Monday- Thursday • 8 hours a day Friday-Sunday and holidays 	40 hours
Maximum hours when school not in session	<ul style="list-style-type: none"> • 40 hours a week • 8 hours a day 	<ul style="list-style-type: none"> • 40 hours a week • 8 hours a day 	40 hours



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Timecards and Sign in Sheets: Worksite will have a binder or designated location on-site where WEX youth will sign in and out. In order for the timesheets to be valid, youth must have the supervisor initial after every shift.

Youth will then complete timesheets to the best of their knowledge and sign them. Signatures may be completed in-person or through a pre-approved electronic signature program.

At the end of every month, youth must turn in sign-in sheets and signed timesheets to coordinator. If WEX youth is unable to collect sign in sheets, OCCTAC staff may retrieve the sign in sheets from worksite.

Paycheck Information: WEX youth will receive payment on the 15th of every month.

Duration and Length of WEX Activity:

Based on the availability and needs of WEX youth, work experience should be a minimum of 6 weeks and not exceed 45 weeks or 900 hours unless approved by Program Manager.

Staff of Santa Ana Workforce Development Board may approve WEX waivers of the 900-hour limitation policy. Waiver requests must be submitted in writing. Youth may not exceed the 900-hour limit prior to the date of waiver approval.

Rate of Pay and Payment:

During Stipend WEX youth will receive \$125.00 for every 10 hours completed for the first 40 hours of work experience. Immediately after that, youth will be compensated at the current California minimum wage for every hour worked.



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Worksite Review:

Worksite review will occur during their WEX training. Worksite will be monitored for compliance of worksite agreement and safety standards. The purpose will be to ensure that WEX youth is receiving quality training while working in a safe and comfortable environment.

OCCTAC staff member is to visit the worksite before training begins to meet with the WEX youth's supervisor and monitor the worksite. Staff is to do one visit halfway through training.

If corrective action is required, worksite supervisor will be informed by OCCTAC staff of any inconsistencies in the worksites operations. A follow-up visit will be made within three to five working days after the findings have been identified, to review corrective action taken by worksite.

Allowable Expenditures:

WEX funds may be used to pay participant's wages and related benefits for work experience in the public, private, for-profit or non-profit sectors when the participant's objective assessment and individual service strategy indicate that work experience is appropriate.

Allowable expenditures beyond wages may include the following:

- Classroom training or the required academic education component directly related to the work experience.
- Professional development training related to work experience.
- Orientation sessions for WEX youth and employers.
- Tutoring with OCCTAC tutor in order to improve skills or meet ISS Goals.
- Meeting with supervisors or employers outside of scheduled work hours for planning, training, or evaluating progress.



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Worksite approval Procedures:

Worksite approval procedures ensure that the worksite fits the WEX youth's developmental needs, is a safe environment for them to work in, and provides valuable training.

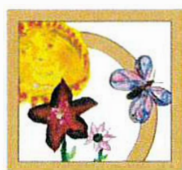
OCCTAC staff will visit the worksite, and fill out a worksite safety report depending on the youth's age. They should also present the worksite supervisor with the worksite training agreement and contract outlining the training/ learning objectives for WEX youth.

1. The worksite location must be safe, appropriate to the WEX youth's age, ADA compliant and EEO compliant.
2. The on-site supervisor must agree to abide by the rules indicated in the worksite training agreement
3. The on-site supervisor must outline training objectives that coincide with the WEX youth's development and capabilities on the Training Plan. OCCTAC staff will evaluate the proposed Training Plan and suggest appropriate learning objectives when necessary. On-site supervisor must agree to any edits suggested by OCCTAC Staff.
4. **Approved:** Once the worksite complies by the three conditions stated above the worksite will be approved for paid WEX.
5. **Not Approved:** If the worksite or the on-site supervisor do not comply to the following: safety, ADA and EEO compliance, worksite agreement and appropriate objectives; the worksite will not be approved for paid WEX.

Agency Worksite Agreement Procedures:

The worksite agreement procedures ensure that all worksites are evaluated equally and follow the same procedure.

Once Staff deems the worksite safe the staff will meet with the supervisor to explain the different parts of the worksite agreement and complete the documents before the WEX youth's first day of training.



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Worksite training agreement includes:

- a) Letter from executive director introducing the objective of our Youth Employment Program funded by WIOA
- b) Worksite training agreement
- c) WEX youth responsibilities
- d) Training plan and worksite schedule.

Staff Roles and Responsibilities:

- A. Complete Worksite safety report to best of knowledge and ensure that worksite is ADA and EEO compliant.
- B. Complete Agency Worksite Agreement with worksite supervisor. See *Agency Worksite Agreement Procedures (page 6)*.
- C. Complete all parts of *Worksite Approval Procedures (page 5)* to ensure that the worksite is the best fit for WEX youth.
- D. Complete a minimum of three worksite reviews as outlined in *Worksite review (page 4)*.
- E. Provide age appropriate work sites.
- F. Meet with worksite supervisors to evaluate WEX youth's work performance and distribute evaluations
- G. Meet with WEX youth to evaluate the worksite and make plan for developing job skills when necessary
- H. Assist with job placement at conclusion of WEX training.
- I. Educate WEX youth on health and safety and make safety plan in case of injury.

WEX Youth Roles and Responsibilities:

- A. Be willing to commit to learning and working hard
- B. Be willing to follow work hours, instructions, work policies and rules
- C. Keep accurate timesheets and submit timesheet to the OCCTAC Youth Employment Program office at the end of each month.



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- D. Immediately report any work related incidents to both the worksite supervisor and the OCCTAC staff
- E. Communicate any inappropriate behavior of work related issues to OCCTAC staff
- F. The WEX youth agrees to call the worksite supervisor a minimum of two hours before his/her shift begins if unable to report to work.
- G. The WEX youth is required to stay in his/her assigned placement for a period of 2-3 months. After a period of three months, if the WEX youth chooses to continue at the worksite he/she may do so with the approval of the work site supervisor and OCCTAC staff. If participation is extended additional duties and opportunities to acquire new skills should be included, in order, to further enrich the WEX youth's experience at worksite.
- H. Abide by responsibilities outlined in the worksite training agreement.

Worksite Supervisor Roles and Responsibilities:

- A. Be willing to train and mentor the WEX youth
- B. Be willing to complete quarterly evaluations of WEX youth performance.
- C. The worksite supervisor understands this to be an entry level position and the responsibilities assigned shall be entry level.
- D. Be willing to provide to OCCTAC staff and to the WEX youth a Job Description indicating WEX youth job responsibilities at worksite.
- E. Give WEX youth appropriate safety training for the worksite
- F. Give WEX youth timely breaks when appropriate as outlined in the worksite training agreement.
- G. Abide by the work hours and responsibilities outlined by the worksite training agreement. If any changes are made first they must be approved by OCCTAC staff and stay within the



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hours outlined above in “general information” section (page 1).

- H. Be ADA compliant
- I. Adhere to the Equal Opportunity Grievance Procedures
- J. Observe California State and Federal Child Labor Laws



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Supportive Services Policies and Procedures WIOA Program 2022 – 2023

Purpose: To establish guidelines for the issuance of supportive services to participants who are identified in need of such services. Goal is to aid participants with their successful completion of their WIOA goals and OCCTAC's WIOA program.

Procedures:

Eligibility:

Supportive services are available to those identified as approved WIOA participants; have limited resources to meet basic needs; and have expressed the need of additional support to OCCTAC's WIOA Program staff.

Supportive services will be made available to participants while they are enrolled in all phases of the WIOA program. These services are contingent upon approval by the Program Coordinator and OCCTAC Director. Provision of supportive service is not an entitlement.

Delivery of supportive services will be made in-person or to the WIOA participant's personal email or mailing address if available and in cases where in-person delivery is shown to be difficult for the WIOA participant and staff.

Availability of Funds and Assessment of Need:

The fiscal advisor or the accounting clerk and the Executive Director will verify the availability of funds and notify the Program Coordinator. Supportive services are delivered contingent upon availability of funds, the need of the participant and given on a first come, first serve basis.

Initial assessment on need will be determined by the Case Manager and will be reviewed regularly. Logs of services will be kept on a regular basis and service(s) will also be case noted for documentation purposes.

Transportation Assistance Guidelines:

After identifying the need for transportation assistance and eliminating other resources, the case manager and the participant will develop a service plan (ISS) and update progress in the case notes.

Transportation assistance is defined as the provision of a gas card; bus pass or ACCESS coupon book.



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No replacement bus pass, gas card or ACCESS coupon book will be issued in the event the participant loses his/her bus pass, gas card or ACCESS coupon book.

Fingerprinting—Live Scan and TB Test:

Participants who work with children and are placed in an educational setting will be required to undergo Fingerprinting—Live Scan through the Department of Justice and show a cleared TB Test. This supportive service will be available for participants on a case-by-case basis and determined by the case manager.

Work and School Related Materials:

A participant may need to purchase books, fees, school supplies and/or other necessary materials to enable him/her to participate in activities leading to a credential. A participant may need to purchase work related equipment, attire, tools, or certification for the purpose of obtaining employment and to enable him/her to be successful in employment.

Laptops and Technology: During this time where Covid-19 is impacting program services, if a need for technology such as a laptop, tablet, or wi-fi/hotspot is determined in order to complete a WIOA program goal, a participant may be eligible for this supportive service on a case-by-case basis. This service is contingent upon approval by the Program Coordinator and OCCTAC Director. *(Follow micro-purchase procedures outlined in WSD 17-08 when purchasing these items.)*

Child/Dependent Care

After identifying the need for assistance and eliminating other resources, the case manager and the participant will develop a service plan (ISS) and update progress in the case notes.

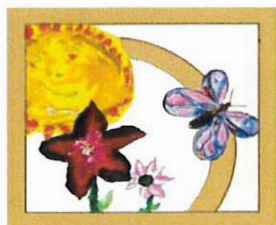
Childcare assistance is defined as the provision of \$75 payment to institution/daycare/childcare provider upon receiving an invoice.

Participants may receive assistance with childcare or dependent care, which will enable them to participate in activities. Childcare will be limited to a maximum of \$75.00 per month per child/dependent. Supportive service available to all youth that enrolled in the program as pregnant or parenting youth.

Other:

Any other miscellaneous type expenses not mentioned above may be considered with proper authorization. The request must be fully documented and all receipts in proper order.

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Incentive Policy and Procedures WIOA Program 2022 – 2023

Purpose: To establish guidelines for providing incentives to participants who successfully commit, and complete goals establish during program participation. Goal is to aid enrolled youth with their successful completion of OCCTAC's WIOA program.

Procedures:

All incentives are available to those identified as approved WIOA participants. WIOA participants must provide documented proof of their eligibility for the listed incentives provided in this policy. Incentives will be provided in the form of a Target gift card. Delivery of supportive services will be made in-person or to the WIOA participant's personal email or mailing address if available and in cases where in-person delivery is shown to be difficult for the WIOA participant and staff.

All incentives are based on availability of funding and are processed on a first come first serve basis. Logs of incentives will be kept on a regular basis and will also be case noted for documentation purposes.

Summary of incentives:

Current

Every two Secondary School Subjects Completed	\$50
Secondary School Perfect Attendance	\$50
Credential: Current Enrolled Youth	\$100
Post-Secondary: Current Enrolled Youth	\$100
Basic Skills Deficient: Increase in EFL	\$30
Employment: Job Search	\$25
Employment: Obtaining/Retaining employment	\$50

Follow-Up

Secondary School Credential:	\$50
Post-Secondary	\$25
Employment: Job Search	\$25
Employment: Obtaining/Retaining Employment	\$50



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Incentive descriptions:

HS Dropouts:

Individuals who are HS dropouts at time of enrollment will be encouraged to attain a HS diploma or GED. Those who enroll into an institution yielding to a HS diploma or GED will be eligible to receive a \$50.00 Gift Card for every two (2) subjects they complete while enrolled in all phases of the WIOA program. Doing so will encourage these WIOA participants to commit to their educational goal and thus attain a secondary credential within a reasonable amount of time. Case Manager, Career Counselor and school representatives will communicate regularly to ensure that students enrolled into their institution commit to their schedule to complete missing credits on a timely manner.

Youth in Secondary Education:

Obtaining Credential: Any youth in secondary education that obtains their High School Diploma or GED during current year or follow up will receive a Gift Card incentive. This is to encourage youth for completing their educational goal of obtaining a credential for finishing their secondary education in a timely manner. Because this is a high demand credential by employers, we want to use this incentive as a way to help them secure and achieve employment goals.

For Current youth: Gift Card incentive will be \$100

For Follow-up youth: Gift Card incentive will be \$50. Must be completed before the last day of the 4th quarter after Exit.

Attendance: Youth in secondary education will receive a \$50 Gift Card incentive for every month of perfect attendance up to a total of \$150. This is to encourage school attendance and progress towards obtaining their HS Diploma.

Basic Skills Deficient (BSD) Youth:

WIOA participants that are identified as basic skills deficient upon enrollment will receive weekly tutoring in Math and/or Literacy (see Work Based Learning Policy). To encourage tutoring participation and motivation to improve their Literacy and Numeracy skills, youth will receive a \$30 gift card per subject when they increase by at least one EFL (Educational Functioning Level). Limit to one gift card per subject.



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Employment for Currently Enrolled Youth:

To motivate youth to complete their employment goals participants will receive an incentive when they meet at least one of the following goals and provide supporting documentation of completion:

- Turn in application for a job and get an interview: \$25 Gift Card incentive
- Obtain employment: \$50 Gift Card incentive
- Employed for 3 consecutive months: \$50 Gift Card incentive

Employment for Youth in Follow-Up:

- Turn in application for a job and get an interview: \$25 Gift Card incentive
- Obtain employment: \$50 Gift Card incentive
- For each quarter employed: \$50 Gift Card incentive

Post-Secondary Education for Currently Enrolled Youth:

Participants are encouraged to complete their goals toward post-secondary education so that they may advance in their careers and increase their chances of earning higher hourly wages. Participants will be eligible for a \$100 Gift Card incentive if they have achieved one of the following goals toward post-secondary education and provide supporting documentation of completion.

- Obtaining a Credential such as: Associates Degree or Certificate
- Registering for classes for spring or fall semester and FAFSA/Dream Act Application

Post-Secondary Education for youth in Follow up:

- Obtaining a Credential: \$25 Gift Card incentive
- Registering for Fall or Spring classes: \$25 Gift Card incentive

Orange County Children's Therapeutic Arts Center**Procurement Policy****2022 - 2023**

Orange County Children's Therapeutic Arts Center (OCCTAC) has established this policy to guide its procurement of supplies, equipment, and services. The purpose of this policy is to insure that OCCTAC makes procurement decisions and payments in an open and fair manner and to document all purchases when appropriate.

A. Code of Conduct

No employee, officer, or agent of Orange County Children's Therapeutic Arts Center (OCCTAC) 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 her/his 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 OCCTAC shall solicit or accept gratuities, favors, or anything of monetary value 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 Executive Director. 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 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 price
2. Features and quality of the item
3. Willingness to meet billing, delivery, and service needs
4. Minority or Women-owned supplier

Services and items less than \$500:

Comparisons of prices, quality, and features can be made by visit, telephone, or by consulting advertisements and catalogues. All purchases must be made within budget

guidelines. Written authorization and sales receipt confirming payment must be kept on file.

Service and items costing more 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. Once each year, the staff shall determine which two or three vendors in the area offer the most competitive prices. Written documentation of the research shall be maintained.
- 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.

Service and items costing more than \$500 (infrequent purchases):

- a. A designated staff member shall obtain written quotes or advertisements **from three vendors**. Purchase decisions shall be made on the basis of the most advantageous purchase for OCCTAC, based on the above criteria.
- 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 larger 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

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

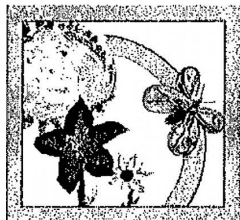
C. Authorization

- a. Staff Authorization: The Executive Directory may at her or his 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

The purchase of supplies for personal use is prohibited, as is any purchase made without the approval of a staff member having purchase authority. In addition to being subject to disciplinary action under the personnel policy and any remedies available under the law, an unauthorized purchaser will be held personally liable for the cost of the unauthorized purchase.



OC CHILDREN'S THERAPEUTIC ARTS

2215 North Broadway, Santa Ana, CA 92706 (714) 547 – 5468 www.occtac.org

YOUTH PROTECTION POLICY

These OCCTAC Youth Protection Policy Guidelines are designed to help protect our youth in a proactive manner against verbal and sexual abuse (hereinafter "abuse"). OCCTAC prohibits any form of harassment of applicants, visitors, organization members, employees and especially YOUTH. All persons, including youth are to be treated with courtesy, dignity and respect at all times. Sexual harassment is defined as unwanted sexual advances or visual, verbal or physical conduct of a sexual nature. The definition encompasses many forms of offensive behavior and includes gender-based harassment of a person of the same sex as the harasser.

OCCTAC Staff and Volunteers must be able to identify abuse when they see it, know their responsibilities to report suspected abuse, and provide a quality of leadership that will ensure that no child becomes the victim of abuse through willful act while participating in OCCTAC.

Definition of Abuse

Abuse is defined as verbal and sexual abuse, sexual harassment, and inappropriate sexual verbalization.

The OCCTAC program requires OCCTAC staff and volunteers to provide good supervision, maintain safe surroundings, and ensure a safe and secure environment that eliminate and prevents opportunities for abuse.

Touching Youth.

Employees and Volunteers need to be mindful that an affectionate ("harmless") gesture towards a child could be construed as inappropriate by the child or the child's parent.

Complementing Youth.

A supportive comment or words of encouragement serve as positive reinforcement from the OCCTAC Staff and Volunteers for the youth's accomplishments and good behavior are safer than those comments related to appearance.

Rewarding Youth.

Should an employee or volunteer wish to give a reward or token gift to a youth, it should be something that is given to other youth in the same circumstances. Otherwise, the youth or the parent could misconstrue the gesture.

Photos of Youth Members

OCCTAC policy prohibits the posting on the Internet of photos of youth identified in any way, such as by name, region, or club affiliation. The publication of photos of youth, identified or not, is permitted in OCCTAC and related publications whose distribution is limited primarily to OCCTAC staff.



OC CHILDREN'S THERAPEUTIC ARTS

2215 North Broadway, Santa Ana, CA 92706 (714) 547 – 5468 www.occtac.org

Interactions with Youth

An adult should NEVER be alone with a child or youth under any circumstances.

Reporting Suspected Sexual Abuse

The primary reason for reporting sexual abuse is to protect the youth from further abuse. In addition to protecting the youth, reporting abuse can also provide help for the suspected abuser.

Who must Report

OCCTAC Employees and Volunteers shall assume the primary responsibility for reporting abuse as may arise within the Youth Programs.

When to Report

OCCTAC Staff and Volunteers are required to report abuse if s/he has knowledge of, or observes a youth who s/he knows or reasonably suspects has been the victim of abuse. Therefore, as soon as an employee or volunteer has knowledge of, or observes a child who s/he knows or reasonably suspects has been the victim of sexual abuse, that person must take a report to local child protective services or cognizant law enforcement authorities.

No person may impede or inhibit the reporting duties. In addition, no person making such a report shall be subject to any sanction for making the report. Any person who violates the rights of an individual to report may be guilty of an infraction punishable by fine.

Reporting Procedures

All employees of OCCTAC are required by law to report any knowledge of child abuse that may be occurring to any student or child that attends our center. Any observed indications of child abuse that would lead you to suspect that there is child abuse present in the child's life, shall be reported immediately.

OCCTAC will conduct yearly trainings for staff on child abuse identification and mandated procedures.

Report Child Abuse to:

Orange County Child Welfare Services Agency (OCCWS)
888 N. Main Street
Santa Ana, CA
(714)940-1000
(800)207-4464

YSPN MEMBER PERFORMANCE PLAN 2022-2023**Orange County Children's Therapeutic Arts Center**

WIOA YOUTH POPULATION		
Youth Population	Ages	# of Youth to be Served
In-School	16-18	4
Out-of-School (75% minimum)	16-24	16
TOTAL NUMBER OF YOUTH TO BE SERVED		20

PROJECTED ENROLLMENTS & EXPENDITURES		
(NOTE: 100% OF YOUTH MUST BE ENROLLED BY 2 ND QUARTER-DECEMBER 31, 2021)		
Quarter	# of Enrollments per Quarter	Estimated Expenditures per Quarter
1st		\$30,000
2nd (100% Enrollment Required)		\$40,000
3rd		\$50,000
4th		\$55,000
TOTAL		\$175,000

14 WIOA ELEMENTS	
mark a "x" next to the elements provided in your program	
1.	Tutoring, study skills training, dropout prevention strategies
2.	Alternative secondary school services or dropout recovery
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 (20% of funds must be used for this element)
4.	Occupational skills training—priority for recognized credentials aligned with sectors in-demand
5.	Education offered concurrently with workforce preparation activities
6.	Leadership development-community service & peer centered activities
7.	Supportive Services
8.	Adult mentoring
9.	Follow-up services for not less than 12 months after exit (required)
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

PERFORMANCE MEASURES	
(Projected Benchmarks subject to change Baseline=BL)	
1.	% of Participants who are in education/training, or in unsubsidized employment during the 2 nd quarter after exit Benchmark: 71%
2.	% of Participants who are in education/training, or in unsubsidized employment during the 4 th quarter after exit Benchmark: 80%
3.	The median earnings of Participants in unsubsidized employment during the 2 nd quarter after exit Benchmark: \$4,400
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 Benchmark: 75%
5.	% of Participants who obtain a recognized postsecondary credential or secondary diploma during participation OR within 1 year after exit Benchmark: 64.2%
6.	Effectiveness in serving employers Benchmark: BL*
<i>*Pending further State and Federal guidance.</i>	

COMPLAINT HANDLING
UNDER THE
Workforce Innovation Opportunity Act

Santa Ana Local Workforce Development Area
Revised May 20, 2019

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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

Filing of Complaint/Request for Hearing

Notice of Hearing issued by LWDA

Hearing Conducted

LWDA Decision within 60 days

30 Days

60 Days

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.

Request for State Review

Governor's Decision issued by State Review Panel

30 Days

If no decision issued by State Review Panel

Appeal to DOL

2. In cases where areas of authority overlap, it is the responsibility of the EEO Officer to advise the complainant of the existence of State, Federal and other proper action agencies, which may also have a bearing.
3. Complainants alleging discrimination under this part will be made aware of their right to file directly with the Office of Civil Rights (OCR), U.S. Department of Labor and applicable procedures.
4. Complainants must file their complaint directly with:

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

VI. Procedures for Handling Disability Complaints by Participants

Complaints alleging discrimination on the basis of disability will be filed and processed under the Department of Labor regulations implementing Section 504 of the Rehabilitation Act of 1973 at 29 Code of Federal Regulations Section 32.

1. Complaints must exhaust the Santa Ana LWDA's informal resolution procedures before filing their complaint with OCR.
2. Complainants will be made aware of the 180 days requirement in which to file his/her complaint.

A. Procedures at the LWDA Level

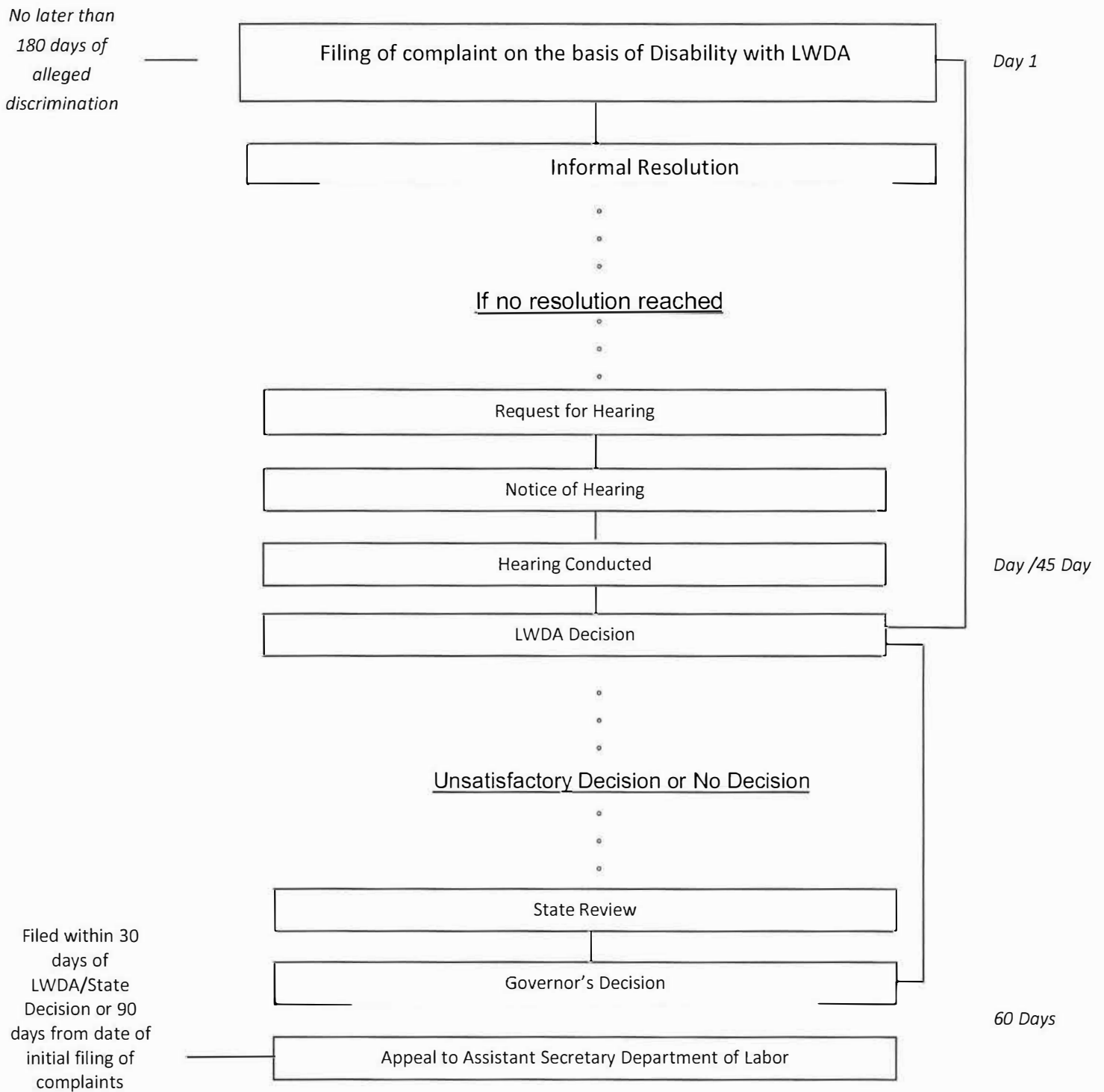
1. The complainant shall file his/her complaint directly with the Santa Ana LWDA. Upon receipt of the complaint, the EEO Officer shall investigate and gather information concerning the complaint.
2. An informal conference will be held with the parties concerned in an effort to resolve the issue(s). The complainant has the right to be present and may be represented during the conference.
3. The Santa Ana LWDA shall issue in writing its decision to the complainant no later than thirty (30) days after the filing of the complaint.

B. Procedures at the State Level

1. The complainant may appeal to the State if he/she is not satisfied with the decision of the Santa Ana LWDA.

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.

**Budget Form
2022-2023**

EXHIBIT 1

	Administrative Cost (Not to Exceed 10%)	Total Program Cost	Total WIA Cost	Match/In Kind
Personnel Salaries				
1. Program Coordinator .88 FTE 47 weeks \$21/hr. 35 hrs. per wk.		\$34,545.00	\$34,545.00	Exe. Director \$80,000
2. Job Developer & Case Manager .63 FTE 47 weeks \$18/hr. 25 hrs. per wk.		\$21,150.00	\$21,150.00	Acct. Clerk \$20,000
3. Career Counselor & Job Developer .50 FTE 43 weeks \$18/hr. 20 hrs. per wk.		\$15,480.00	\$15,480.00	Office Mgr. \$30,000
4. Technology Instructor .13 FTE 32 weeks \$25/hr. 5 hrs. per wk.		\$4,000.00	\$4,000.00	
5. Arts Instructor .13 FTE 32 weeks \$25/hr. 5 hrs. per wk.		\$4,000.00	\$4,000.00	Program Staff \$80,000
6. Literacy Coach .20 FTE 32 weeks \$18/hr. 8 hrs. per wk.		\$4,608.00	\$4,608.00	SAC Instructors \$80,000
7. Numeracy Coach .20 FTE 32 weeks \$18/hr. 8 hrs. per wk.		\$4,608.00	\$4,608.00	Child Dev. Certificate \$60,000
Personnel Benefits				
1. Program Coordinator		\$3,454.50	\$3,454.50	\$8,000
2. Job Developer		\$2,115.00	\$2,115.00	\$2,000
3. Career Counselor		\$1,548.00	\$1,548.00	\$3,000
4. Technology Instructor		\$400.00	\$400.00	
5. Arts Instructor		\$400.00	\$400.00	\$8,000
6. Literacy Coach		\$460.80	\$460.80	\$8,000
5. Numeracy Coach		\$460.80	\$460.80	\$6,000
Total Personnel Salaries & Benefits	\$0.00	\$97,230.10	\$97,230.10	\$385,000
Operating Expenses				
Rent				\$105,000
Utilities				\$11,200
Phones				\$13,000
Internet Fees				see phone
Parking Fees		\$50.00	\$50.00	N/A
Security				N/A
Maintenance				\$12,000
Insurance				\$11,500
Equipment rental fees*				N/A
Equipment rental fees*				N/A
Vehicle lease*		\$500.00	\$500.00	N/A
Office expenses (consumables)		\$1,800.00	\$1,800.00	\$15,000
Accounting Services				\$58,000
Legal Services				N/A
Auditing Services				N/A
Indirect Cost*	\$10,887.50		10,887.50	N/A
Staff Training				N/A
Staff Conferences		\$630.00	\$630.00	N/A
Staff Travel/Mileage		\$200.00	\$200.00	N/A
Participant Wages*		\$47,000.00	\$47,000.00	N/A
Supportive Services*		\$11,952.40	\$11,952.40	N/A
Participant Incentives*		\$3,750.00	\$3,750.00	N/A
Youth Conferences		\$1,000.00	\$1,000.00	N/A
Total Operating Expenses	\$10,887.50	\$66,882.40	\$77,769.90	\$225,700
GRAND TOTAL (Personnel + Operating)	\$10,887.50	\$164,422.70	\$175,000.00	\$610,700

WIOA 2022-2023 Grant

Personnel\$ 97,230.10

Coordinator – .88 FTE for 47 weeks: (Benefits Included)

35 hours a week for 47 weeks @ \$21.00 per hour

The Coordinator will work 35 hours a week for 47 weeks providing: recruitment & eligibility intake, assessment, documentation & case notes; identify barriers and goals; monitor progress & goals; meet regularly with individual WIA participants to train on employment and job skills; represent OCCTAC in provider network and youth council meetings; organize and attend OCCTAC – WIA Staff Meetings and document input; organize relative activities. Distribute WEX hours to youth and keep track of all paid hours and supportive service activities. Also, the coordinator will provide assistance to youth during follow-ups, and complete any related documentation.

Job Developer / Case Manager – .63 FTE for 47 weeks (Benefits Included)

25 hours a week for 47 weeks @ \$18.00 per hour

The Job developer is responsible for creating job opportunities for clients by researching, identifying and soliciting commitments from possible sources of employment; and provide clients with soft skills and job search training. Job developer will also locate employment opportunities that fit each individual youth depending on barrier such as Disability, probation, or parenting youth. The Case manager portion of this position includes providing documentation & case notes; identify barriers and goals; monitor progress & goals; meeting regularly with individual WIA participants to train on employment and job skills; represent OCCTAC in provider network and youth council meetings; organize and attend OCCTAC- WIA Staff meetings and document input; organize related activities, such as: workshops, mock interviews etc.

Career Counselor & Job Developer – .50 FTE for 43 weeks: (Benefits Included)

20 hours a week for 43 weeks @ \$18.00 per hour:

The respective position will be responsible for providing educational and career training to all WIA participants; mentoring and assisting with related work experience placement; observing and monitoring participants with technical/artistic skills; documenting progress throughout the program; meeting regularly & individually with WIA participants to train on related curriculum; and attending regular team meetings. The Job developer is responsible for creating job opportunities for clients by researching, identifying and soliciting commitments from possible sources of employment; and provide clients with soft skills and job search training. Job developer will also locate employment opportunities that fit each individual youth depending on barrier such as Disability, probation, or parenting youth.

Technology Instructor – .13 FTE for 32 weeks: (Benefits Included)

5 Hours a week for 32 weeks @ \$25.00 per hour:

The respective position will be responsible for providing educational and career training to all WIA participants as it relates to the technology field; mentoring and assisting participants with related work experience placements; observing and monitoring participants with technical skills; documenting progress throughout the program; meeting regularly & individually with WIA participants to train on related curriculum; and attending regular team meetings.

Arts Instructor – .13 FTE for 32 weeks: (Benefits Included)

5 Hours a week for 32 weeks @ \$25.00 per hour:

The respective position will be responsible for providing educational and career training in the Arts to all WIA participants; mentoring and assisting participants with related work experience placements; observing and monitoring participants with artistic skills; documenting progress throughout the program; meeting regularly & individually with WIA participants to train on related curriculum; and attending regular team meetings.

EXHIBIT D

Literacy/Instructor – .20 FTE for 32 weeks: (Benefits Included)

8 hours a week for 32 weeks @\$18.00

The respective position is responsible for assessing the literacy and basic skills of all WIA participants; teaching WIA participants learning and literacy strategies; monitoring & documenting literacy progress throughout the program; meeting regularly with WIA participants and attending regular team meeting.

Numeracy Coach/Instructor – .20 FTE for 32 weeks: (Benefits Included)

8 hours a week for 32 weeks @\$18.00

The respective position will be responsible for assessing the numeric and basic skills of all participants; teaching WIA participant's learning and mathematical problem solving strategies; monitor & documenting progress throughout the program; meeting regularly & individually with WIA participants to train on related curriculum; and attending regular team meetings.

<u>Rent</u>	<u>\$0.00</u>
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<u>Utilities</u>	<u>\$0.00</u>
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<u>Phones</u>	<u>\$0.00</u>
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Internet

\$0.00

<u>Parking Fees</u>	<u>\$ 50.00</u>
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Funds allocated for parking fees at CWA Conference, Trainings, and Campus visits.

<u>Security</u>	<u>\$0.00</u>
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<u>Maintenance</u>	<u>\$ 0.00</u>
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Insurance

\$0.00

<u>Equipment rental Fees</u>	<u>\$0.00</u>
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Accounting Services

\$0.00

<u>Vehicle Lease</u>	<u>\$ 500.00</u>
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Funds Allocated for the rental of 1-2 buses for Field trips

Bus Rental \$250 each

<u>Office Expenses</u>	<u>\$1,800.00</u>
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Office Supplies: as needed for 1 year \$950

Office supplies (copy paper, files, folders, pens, highlighters, paper clips etc.) will be purchased as need by WIOA staff members though out the year in order to assist in administration work, resource information, youth, workshops, meetings, and classes.

Food: as needed for Field Trip and Conference: \$450

2 field trips: 2 X \$100 = \$200

2 conference trainings \$250

TABE Test Material \$400

Purchase necessary TABE Test score sheets to asses' students before and after program session

<u>Legal Assistance</u>	<u>\$0.00</u>
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<u>Auditing Services</u>	<u>\$0.00</u>
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<u>Staff Training</u>	<u>\$0.00</u>
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<u>Staff Conferences</u>	<u>\$630.00</u>
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CWA conference registration fee for 1 or 2 case managers

<u>Staff Travel/Mileage</u>	<u>\$200.00</u>
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Mileage for WIA Staff as needed for 1 year \$200

Mileage reimbursement will be made for WIA Staff for driving to WIA required events. Such as YSPN meetings, Staff trainings, driving youth to necessary events (fields trips, Youth council meetings, City Council Meetings, WEX placements, resource or referral appointments)

<u>Stipends and Wages for 20 Participants</u>	<u>\$ 47,000.00</u>
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Training Stipends (in school – out of school youth) – 20participants

First 10 hours: participants given \$125 stipend to participate in program

Second 10 hours: participants given \$125 stipend to participate in program

Third 10 hours: participants given \$125 stipend to participate in program

Fourth 10 hours: participants given \$125 stipend to participate in program

After stipends completion Months 3 – 11: participants paid the California minimum wage – currently \$15.00 per hour for Work based learning (5 -10 hours per week or as funds become available)

<u>Supportive Service</u>	<u>\$11,952.40</u>
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Buss Pas/Gas Voucher: As needed for 20 participants	\$7,616.25
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15 bus passes @65.55each for 5 months	\$4,916.25
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6 gas cards @\$50.00 Each month for 9 months	\$2,700.00
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Funds are allocated for youth who are in need of transportation related support

Work Related supplies: As needed for 20 participants	\$1,100.00
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Work related and Skills building tools, book, portfolios. Items needed for job interviews, Employment opportunity, employment enhancement trainings and clothing, supplies.

Academic Support: As needed for 20 – participants	\$2,441.15
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Tuition Support for certificates or other related academic programs for 20 participants; books for related course work, laptops, tutoring supplies, and college field trips and other academic supplies.

Fingerprinting/TB Test; as needed for 20 participants \$795.00 20
 fingerprinting @\$17.25 each \$345.00 and 15 TB test @\$30 each \$450.00 Funds
 allocated for Dept. of Justice Clearance & TB test for employment.

Program Incentives \$3,750.00

High School Drop Outs

\$50 incentive for every two modules or classes completed leading to a High School Diploma

2 Youth x 5 (10 modules) = 10 x \$50 = \$ 500.00

High School Diploma or Post-Secondary Education

\$100 incentive for obtaining high school diploma; registering for Fall or Spring Semester at post-secondary institution; or obtaining a credential.

15 youth = \$1,500

Basic Skills Deficient (BSD) Youth

\$25 incentive for increasing their EFL score by at least one level in either Math or Reading subjects for participants that are identified as basic skills deficient upon enrollment.

40 youth = \$1,000

Employment

\$25 incentive for submitting a job application and obtaining a job interview. 10

youth = \$250

\$50 incentive for obtaining employment.

10 youth = \$500

Youth Conferences \$1,000.00

CWA conference registration fee for 1-2 currently enrolled youth

Indirect Cost \$10,887.50

10% de Minimis

Program Documents:

- a. WIA Youth Sign in Sheet: Participants will log and track all activities and hours accumulated on a day by day basis and have supervisor sign to confirm time of arrival and departure to their activities. Activities can include Work Base Learning Hours, Class training, case management and education counseling meetings, Math/English tutoring session etc.
- b. WIA Youth Time Sheet: Participant will turn in a weekly time sheet with all hours accumulated throughout the weeks in activities attended. Youth will be asked to log their tasks in detail in order to provide proof of activities attended. Activities can include Work Base Learning Hours, Class training,

case management and education counseling meetings, Math/English tutoring session and any other supplemental hours approved by supervisor.

- c. WIA Staff Time sheet: Staff will turn in a weekly time sheet with hours worked for meetings with WIA youth, WIA administration, teaching a WIA class or Workshop, or Tutoring and preparing for youth appointments, as well as any additional supplemental hours approved by WIA staff supervisor and administrator intended for WIA program purposes only.

55% of budget will be directly spent on youth in the form of paid work experience, stipends, certificates training, college tuition support and other support services.

CERTIFICATION REGARDING LOBBYING
CERTIFICATION 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.

OC Children's Therapeutic Arts Center

Youth Employment Program

Grantee/Contractor Organization

Program Title



Signature

Dr. Ana Jimenez-Hami

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.

3-24-2022

Date



Program Operator Signature

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

Name: OC Children's Therapeutic Arts Center

Name of Contractor: OCCTAC- Dr. Ana Jimenez-Hami E.D.

Contractor Number: A-2022-

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):

OCCTAC

2215 North Broadway, Santa Ana, CA 92706

Address

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.

OC Children's Therapeutic Arts Center

Grantee/Contractor Organization

Dr. Ana Jimenez-Hami

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

March 24, 2022

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 Liability Coverage in the amount of \$1,000,000.00 policy.
- ☒ 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.

Dr. Ana Jimenez-Hami

Executive Director

3-24-2022

Name

Title

Date

EXHIBIT H



CERTIFICATE OF LIABILITY INSURANCE

Digitally signed by
Samantha M. Lambert
Date: 2022.05.12
12:10:29 -07'00'

EXHIBIT 1

DATE (MM/DD/YYYY)
05/09/2022

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).

PRODUCER	CONTACT NAME: Certificate Issuance Team
Comprehensive Insurance Services	PHONE (A/C, No, Ext): (949) 709-8800 FAX (A/C, No): (949) 709-1668
26429 Rancho Parkway South	E-MAIL ADDRESS: Jeremy@thecomprehensiveinsurance.com
Suite 120	
Lake Forest CA 92630	INSURER(S) AFFORDING COVERAGE
	INSURER A: Nonprofits Insurance Alliance of California NAIC # 10023
INSURED	INSURER B: State Compensation Insurance Fund 35076
Orange County Children's Therapeutic Arts Center	INSURER C:
2215 N. Broadway	INSURER D:
	INSURER E:
Santa Ana CA 92706	INSURER F:

COVERAGES CERTIFICATE NUMBER: All 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
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y		2021-09201	12/21/2021	12/21/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RELATED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$0 Deductible
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2021-09201	12/21/2021	12/21/2022	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$0 Deductible
	UMBRELLA LIAB EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$0 Deductible
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	9255171-22	06/05/2021	06/05/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER \$0 Deductible E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - FA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Social Service Professional Liability Improper Sexual Conduct Liability			2021-09201	12/21/2021	12/21/2022	\$1,000,000/1,000,000 Aggregate/Occur \$1,000,000/1,000,000 Aggregate/Occur \$0 Deductible

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

The City of Santa Ana, its officers, officials, employees, and volunteers are included as Additional Insured per attached endorsement CG2028. With respect to claims arising out of the operations and uses performed by or on behalf of the named Insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of The City of Santa Ana, its officers, officials, employees, and volunteers per attached endorsement NIAC E61. 30 day notice of cancellation with 10 day notice of cancellation for non-payment of premium per policy provision. See attached forms list.

CERTIFICATE HOLDER

City of Santa Ana
Risk Management Division
20 Civic Center Plaza
Santa Ana CA 92702

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLI
THE EXPIRATION DATE THEREOF, NOTICE WILL
ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jeremy



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POLICY NUMBER: 2021-09201

COMMERCIAL GENERAL LIABILITY
CG 20 26 12 19

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):
Any person or organization that you are required to add as an additional insured on this policy, under a written contract or agreement currently in effect, or becoming effective during the term of this policy. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.
Information required to complete this Schedule, if not shown above, will be shown in the

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:

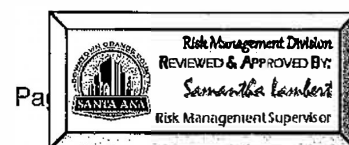
If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

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.

CG 20 26 12 19

© Insurance Services Office, Inc., 2012



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A Head for Insurance. A Heart for Nonprofits.

POLICY NUMBER: 2021-09201

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED
PRIMARY AND NON-CONTRIBUTORY
ENDORSEMENT FOR PUBLIC ENTITIES**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

A. SECTION II – WHO IS AN INSURED is amended to include:

4. Any public entity as an additional insured, and the officers, officials, employees, agents and/or volunteers of that public entity, as applicable, who may be named in the Schedule above, when you have agreed in a written contract or written agreement presently in effect or becoming effective during the term of this policy, that such public entity and/or its officers, officials, employees, agents and/or volunteers be added as an additional insured(s) on your policy, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your negligent acts or omissions; or
- b. The negligent acts or omissions of those acting on your behalf;

in the performance of your ongoing operations.

No such public entity or individual is an additional insured for liability arising out of the sole negligence by that public entity or its designated individuals. The additional insured status will not be afforded with respect to liability arising out of or related to your activities as a real estate manager for that person or organization.

B. SECTION III – LIMITS OF INSURANCE is amended to include:

8. The limits of insurance applicable to the public entity and applicable individuals identified as an additional insured(s) pursuant to Provision A.4. above, are those specified in the written contract between you and that public entity, or the limits available under this policy, whichever are less. These limits are part of and not in addition to the limits of insurance under this policy.

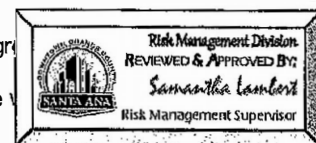
C. With respect to the insurance provided to the additional insured(s), Condition 4. Other Insurance of SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS is replaced by the following:

4. Other Insurance

a. Primary Insurance

This insurance is primary if you have agreed in a written contract or written agreement

- (1) That this insurance be primary. If other insurance is also primary, we will coordinate coverage with all that other insurance as described in c. below; or





POLICY NUMBER: 2021-09201

(2) The coverage afforded by this insurance is primary and non-contributory with the additional insured(s)' own insurance.

Paragraphs (1) and (2) do not apply to other insurance to which the additional insured(s) has been added as an additional insured or to other insurance described in paragraph b. below.

b. Excess Insurance

This insurance is excess over:

1. Any of the other insurance, whether primary, excess, contingent or on any other basis:
 - (a) That is Fire, Extended Coverage, Builder's Risk, Installation Risk or similar coverage for "your work";
 - (b) That is fire, lightning, or explosion insurance for premises rented to you or temporarily occupied by you with permission of the owner;
 - (c) That is insurance purchased by you to cover your liability as a tenant for "property damage" to premises temporarily occupied by you with permission of the owner; or
 - (d) If the loss arises out of the maintenance or use of aircraft, "autos" or watercraft to the extent not subject to Exclusion g. of **SECTION I - COVERAGE A- BODILY INJURY AND PROPERTY DAMAGE**.
 - (e) Any other insurance available to an additional insured(s) under this Endorsement covering liability for damages which are subject to this endorsement and for which the additional insured(s) has been added as an additional insured by that other insurance.
- (1) When this insurance is excess, we will have no duty under Coverages **A** or **B** to defend the additional insured(s) against any "suit" if any other insurer has a duty to defend the additional insured(s) against that "suit". If no other insurer defends, we will undertake to do so, but we will be entitled to the additional insured(s)' rights against all those other insurers.
- (2) When this insurance is excess over other insurance, we will pay only our share of the amount of the loss, if any, that exceeds the sum of:
 - (a) The total amount that all such other insurance would pay for the loss in the absence of this insurance; and
 - (b) The total of all deductible and self-insured amounts under all that other insurance.
- (3) We will share the remaining loss, if any, with any other insurance that is not described in this **Excess Insurance** provision and was not bought specifically to apply in excess of the Limits of Insurance shown in the Declarations of this Coverage Part.

c. Methods of Sharing

If all of the other insurance available to the additional insured(s) permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any other the other insurance available to the additional insured(s) does not permit co by equal shares, we will contribute by limits. Under this method, each insurer's share is the ratio of its applicable limit of insurance to the total applicable limits of insurance of al



**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 $\frac{1}{4}$ 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:

Dr. Ana Jimenez-Hami

Print First & Last Name

Ana Jimenez-Hami

3-24-2022

Service Provider Signature

Date

2215 North Broadway, Santa Ana, CA 92706

Business Address

714 - 547 - 5468

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.

Subrecipient	OC Children's Therapeutic Arts Center
Agreement Date	July 1, 2022 - June 30, 2023
Agreement Amount	
Dun and Bradstreet Data Universe Numbering System	# <u>014317940</u>

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)

CFDA Title & Number: WIOA Youth Activities #17.259

A.J.H. 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.

A.J.H. 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

A.J.H. initial if you understand and agree with the above statement



3-24-2022

Chief Executive Officer Signature

Date