

The Santa Ana
Workforce Investment Board/Youth Council

Request For Proposals (RFP)
for
Youth Program Operators
Program Year 2014-2015



Workforce Investment Act of 1998

MANDATORY TECHNICAL ASSISTANCE MEETING FEBRUARY 19, 2014 @ 2PM

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General RFP Information

Obtain an RFP

RFP is available on the City of Santa Ana website www.ci.santa-ana.ca.us/bids-rfps or on the Santa Ana Workforce Investment Board website www.santaanawib.com. You may also obtain an electronic copy of the RFP by emailing jcastro-cardenas@santa-ana.org or call (714) 565-2631.

Due Date: **March 19, 2014, no later than 4:00 PM**

Proposals must be physically received by due date. Proposals that do not meet this deadline will not be considered. Postmarked envelopes not physically received by the deadline will not be accepted. Proposals and amendments to proposals submitted after the date and time specified above will be rejected by the City as non-responsive and returned to the proposer. The City reserves the right to reject all proposals.

Deliver to: Julie Castro-Cardenas
Contact Info: Community Development Agency
Santa Ana WIB / Youth Council
1000 E. Santa Ana Blvd., Suite 200
Santa Ana, CA 92701
[Jcastro-cardenas@santa-ana.org](mailto:jcastro-cardenas@santa-ana.org)
(714) 565-2631

Submit: **8 Total Copies of Proposal Packet** (refer to page 15 for details)
(1 original with all attachments, plus 7 copies with limited attachments. Please refer to page 15 for important details.

Questions Regarding the RFP and the RFP Process

All questions submitted to WIB staff must be in writing via email. Questions that arise prior to the Technical Assistance Conference will be answered at the conference and made available on the SAWIB and City of Santa Ana websites: www.santaanawib.com and www.ci.santa-ana.ca.us/bids-rfps. Deadline to submit questions regarding the RFP is March 12, 2014.

Failed Competition

If, after following all the procurement procedures, only one proposal is submitted – this is considered a failed competition. If two or more RFPs were issued and only one proposal was returned and the WIB determines that the proposal is acceptable for funding, this is called a noncompetitive proposal (sole source). The justification for funding a proposal that resulted from a “failed competition” under the aforementioned circumstances would be “after solicitation of a number of sources, competition was determined inadequate.”

Appeal Process

If a proposer believes that any decision or denial of proposal was in violation of any applicable statute or regulation, the proposer may register a complaint by submitting a letter delineating the complaint and referencing the actual violation to Deborah Sanchez, WIB Administration, Community Development Agency, P.O. Box 1988, M-73, Santa Ana, CA, 92702-1988. The letter of complaint must be received within seven (7) calendar days after the Santa Ana WIB has made the funding decision.

*****MANDATORY TECHNICAL ASSISTANCE MEETING*****

February 19, 2014

2:00 PM – 4:00 PM

**Santa Ana W/O/R/K Center
1000 E. Santa Ana Blvd., Suite 220
Santa Ana, CA 92701**

REQUIRED ATTENDEES: Executive Director or Program Supervisor of proposed program and a fiscal representative who will be in charge of billing. Other relevant staff may also attend including assistants who will be assigned to the program. Proposers outside of California may participate in the mandatory technical assistance conference via teleconference. Arrangements must be made in advance by calling (714) 565-2631.

If you need special assistance to participate in this meeting, contact City ADA Program Coordinator at (714) 647-5340. Please call prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting. (Americans with Disabilities Act, Title II, 28 CFR 35.102.104)

Schedule for Request for Proposal

1/31-2/1/2014	Public Notice
2/12/2014	RFP Released to the Community
2/19/2014	Mandatory Technical Assistance Meeting at 2PM-4PM (Required attendees include Executive Director or Program Supervisor and a fiscal representative.)
3/12/2014	Questions/Answers Deadline
3/19/2014	<u>Proposal Due by 4:00PM</u>
3/24-4/2/2014	Proposal Review Period (may include a facility tour and/or oral presentation)
4/2/2014	Applicant Interviews
4/10/2014	Youth Council Meeting
5/15/2014	Santa Ana Workforce Investment Board Meeting
6/3 or 6/17/2014	City Council Approval of Contracts

Purpose of Solicitation

The Santa Ana Workforce Investment Board (WIB) in conjunction with the Santa Ana Youth Council is accepting proposals from youth serving organizations to become members of the *Youth Service Provider Network*. The *Youth Service Provider Network* is open to any proposer that has quality programs and positive experience working with at-risk youth ages 16-21. Proposer will be asked to submit a proposal outlining their services and detailing the cost to deliver those services. Once selected, providers will interface with a *Service Navigator* who is responsible for the coordination of services between the providers and the youth participants.

The Santa Ana Workforce Investment Board (SAWIB) and Youth Council are seeking proposals that will prepare youth in the targeted leading industries as identified in the SAWIB's five year plan. As well as proposals that offer job training in STEAM (science, technology, engineering, arts, math). For more information about the SAWIB's five year plan refer to Santa Ana WIB's Local Strategic Plan for Program Years 2013-2017 at www.santaanawib.com. Refer to www.ocstem.org for more information about STEM.

The purpose of the *Youth Service Provider Network* is to provide a stronger and cohesive delivery system within the Santa Ana community, based on *The All Youth One System / No Wrong Door Concept*. The system will focus on academic improvement and workforce preparation for youth. The *Youth Service Provider Network* consists of providers that collectively offer the 10 program elements of the Workforce Investment Act (WIA) in a creative and interactive manner to youth participants.

Proposers for *Youth Service Provider Network* membership (Youth Program Operators) may be governmental units, public agencies, business organizations, public or private not-for-profit corporations, community-based organizations, local educational agencies or private for-profit corporations organized in accordance with state and federal laws.

Workforce Investment Act History

The purpose of the Workforce Investment Act (WIA) legislation is to enable each state and locality to develop a unified training system that will "increase" the employment, retention, and earnings for adults and youth, and as a result, improve the quality of the workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the nation.

Congress' intent for youth under the Workforce Investment Act legislation is to make a shift from short-term work training programs, which traditionally have provided minimal preparation to youth for their future, to allowing communities to leverage existing resources to build a comprehensive system. The comprehensive system should consist of quality providers that offer long term support to help youth prepare for their academic responsibilities and occupational development. To assist in developing this system, Workforce Investment Boards (WIB) and Youth Councils have been developed in many communities across the United States. The WIBs function under the governor's designation and are charged with oversight of programs funded through the Workforce Investment Act. Currently the Workforce Investment Act is under consideration for reauthorization and is operating under a Continuing Resolution.

Santa Ana Youth Council History

In April 2000 the Santa Ana WIB appointed the Youth Council as a subgroup of the WIB. The Santa Ana Youth Council is responsible for coordinating local youth activities, developing portions of the local plan, recommending eligible service providers to deliver the 10 WIA program elements, and conducting oversight of providers (Section 661.340 of the WIA). The Santa Ana Youth Council meets the second Thursday of every other month. They are a highly motivated group of community members and professionals that work to build stronger bridges to improve academic outcomes, literacy/numeracy rates and employment preparation levels for youth.

Santa Ana Youth Council Mission

To provide a comprehensive integrated system to enable youth, particularly those most in need, to acquire the necessary skills to successfully transition into and compete in the labor force and to further their education and training.

Santa Ana Youth Council Vision

The Santa Ana Youth Council will be a diverse group representative of the community recognized for a successful One-Stop service emphasizing strong collaborative and strong case management, enabling youth at-risk to transition to a positive future through education, training and employment by:

- Creating and sustaining partnerships with businesses, parents and other resources to serve youth;
- Increasing capacities to serve youth;
- Providing a youth voice in program development;
- Advocating for youth in the community and creating an awareness of youth assets; and
- Identifying youth employment opportunities and integrating them into the workforce.

Santa Ana Youth Council Priorities

1. Staff and Youth Council members educate leadership on the system and lessons learned.
2. The Youth Council advocates for and with youth.
3. The Youth Council seeks to catalyze a shift from programs to one system.
4. The Youth Council has defined a single year-round comprehensive, coherent system.
5. The Youth Council sets quality standards based on best practices.
6. The Youth Council leverages youth serving resources.
7. The Youth Council regularly benchmarks against best practices.
8. The Youth Council ensures effective implementation of WIA's 10 elements.

WIA 10 Elements

(per Title I, Section 129(c)(1) & (c)(2) of the WIA)

The WIA 10 Elements are services commonly found in communities. The elements/services delivered in a developmental approach will allow youth to receive resources to overcome barriers to education and employment and to have strong self-esteem. The *Youth Service Provider Network* provides the flexibility to organizations to deliver the services they are designed to deliver over a long period of time. **The intent is NOT to require providers to deliver a service they are not prepared to offer.**

The *Youth Service Provider Network* will provide the following 10 Elements/Services:

1. Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies;
2. Alternative secondary school services, as appropriate;
3. Summer employment opportunities that are directly linked to academic and occupational learning (this element cannot be offered as a stand-alone activity);
4. As appropriate, paid and unpaid work experiences, including internships and job shadowing;
5. Occupational skill training, as appropriate;
6. Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, as appropriate;
7. Supportive Services (e.g. tools, books, clothing, etc.);
8. Adult Mentoring for the period of participation and a subsequent period, for a total of not less than 12 months;
9. Follow-up services for a minimum of 12 months after the completion of participation as appropriate; and
10. Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.

Delivery of WIA Elements/Youth Council Priority of Services

The Santa Ana Youth Council is seeking to build a strong network of providers who promote and deliver placement in employment or post-secondary education, attainment of a degree or certificate, and literacy and numeracy gains. The system will focus on academic improvement and workforce preparation for at-risk Santa Ana youth. The *Youth Service Provider Network* consists of providers that collectively offer the 10 program elements of the Workforce Investment Act (WIA) in a creative and interactive manner to WIA participants. Successful program design should capture and maintain the youth's interest. It is recommended that facilities should be youth friendly and programs should be available during non-traditional hours.

Special consideration will be given to providers that offer services to youth with disabilities, foster/emancipated and/or on probation. In addition, the Santa Ana Youth Council is seeking to fund projects that offer job training programs that will prepare youth for green-collar careers or projects that attract and prepare youth for STEM (science, technology, engineering and mathematics) careers or projects that incorporate work experience. For samples of best practices and youth delivery models, visit the Youth Council Institute Internet site at www.nww.org.

Funding and Contract Terms

Funds available for WIA Youth Program Services for PY 2014-2015 have not been determined.

Selected providers must be in good standing with the City of Santa Ana and Workforce Investment Act programs. Providers will be expected to be operational in Santa Ana/Orange County by July 1, 2014 and enter into a contract with the City of Santa Ana that is substantially similar to the standard contract hereby attached on page 44-58. Awarded programs must provide Certificate of General Liability, Workers Compensation, Additional Insured Endorsement, and Sexual Abuse & Molestation Insurance coverage. Awarded programs will operate for **one program year (12 month contract) and follow-up with youth for 12 months thereafter**. Contractor evaluations will be assessed during the third quarter of the program year. Contracts may not begin until fully executed by City Council.

Funding Restrictions

1. WIA prohibits any department or agency of the United States from exercising any direct supervision, or control over education curriculum.
2. All funds made available under the WIA must be used in accordance with the requirements of the Act and includes restrictions on School-To-Work activities.
3. No funds may be used to provide an activity for eligible youth who are not school dropouts if participation in the activity would interfere with or replace the regular academic requirements of the youth.
4. Equipment may not be purchased with WIA funds under this contract.
5. Consumables that will be used beyond the program contract are not allowed to be purchased.
6. Subcontracting client services/activities is not permissible under this contract. All other subcontracting activities occurring post submission of proposal must be approved by the Santa Ana Youth Council.
7. All providers must have email, Internet and computer capabilities since the Service Navigator may use these technologies to facilitate communication and track clients.
8. Administrative costs cannot be more than 10% of the budget.

Youth Protection

To maintain a safe environment, the 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 \$2,000,000. 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. If available and applicable, please include your agency's Youth Protection Policy as **Attachment P**.

Rejection or Modification of Response and/or RFP

The City reserves the right to reject any or all proposals submitted, and is not liable for any pre-contractual expenses such as expenses incurred by the proposer in: (a) preparing the proposal in response to this RFP; (b) submitting that proposal to the City; (c) negotiating with the City in any matter related to this proposal; (d) any other expenses incurred by proposer prior to date of award, if any, of the contract. Offer shall not include any such expenses as part of the price as proposed in response to this RFP. The City of Santa Ana may waive any minor defects in a proposal.

Disclaimers

All funded programs shall be operated in accordance with the Workforce Investment Act of 1998 and all subsequent workforce investment laws. All programs shall also comply with State of California and City of Santa Ana WIB rules, regulations, guidelines and procedures. The Santa Ana WIB/Youth Council reserves the right to modify the scope of the program and requirements to any extent necessary to ensure compliance with State and/or Federal guidelines and goals.

RFP Tracks: WIA Two Target Populations

Funding priorities will emphasize programs serving older out-of-school youth and target populations such as foster youth/emancipation youth, youth with disabilities, and youth on probation.

Proposer has the option to apply to serve one or both youth populations.

Target Population **Out-of-School Youth (ages 16-21)**
Definition: An at-risk youth, with legal U.S. resident documents who resides in Santa Ana, is low income, is a school dropout or high school graduate or is a GED recipient and is basic skills deficient, or is unemployed or underemployed.

Target Population **In-School Youth (ages 16-21)**
Definition: An at-risk youth, with legal U.S. resident documents who resides in Santa Ana, is low income and is attending high school or an alternative school.
Note: Services cannot be provided during regular school hours.

The Santa Ana Youth Council has also adopted a portion of the Department of Labor/Employment and Training Administration (DOL/ETA) New Strategic Vision for the Delivery of Youth Services Under the Workforce Investment Act. The Santa Ana Youth Council is committed to serving "the neediest youth, with a priority given to out-of-school youth, high school dropouts, runaway and homeless youth, youth in foster care, court involved youth, children of incarcerated parents and migrant youth."

Eligible Youth Profile

(per Title I, Section 101 Item (13) of the WIA)

To be eligible for WIA Title IB youth services, a participant must meet the following:

1. Be between the ages of 16 to 21; **AND**
2. Be authorized to work in the United States; **AND**
3. Be in compliance with the Selective Service Act; **AND**
4. Be a Santa Ana resident (foster youth, emancipated youth, wards of the court, and homeless youth are excluded from residency requirement); **AND**
5. Be a low income individual (up to 5% of youth participants served by youth programs may be individuals who do not meet the income criterion for eligible youth); **AND**
6. Is within one or more of the following categories:
 - a. Deficient in basic skills
 - b. School dropout
 - c. Homeless, runaway or foster child
 - d. Pregnant or parenting youth
 - e. Offender
 - f. Is an individual who requires additional assistance to complete an educational program or to secure and hold employment.

The Santa Ana Youth Council has defined “Requires Additional Assistance” as a youth who meets one or more of the following:

- a. Youth with disabilities as defined by Santa Ana Unified School District recognized assessment tools and/or State Department of Rehabilitation;
- b. Family History of long term welfare dependency;
- c. Youth with gang affiliation;
- d. Limited English Proficiency;
- e. Poor work history (applies to older youth see definition);
- f. Have repeated at least one secondary grade level or are one year over age for grade;
- g. Have a core GPA of less than 1.5;
- h. For each year of secondary education, are at least two semester credits behind the rate required to graduate from high school;
- i. Are emancipated youth;
- j. Have emancipated from foster care system
- k. Have aged out of foster care;
- l. Are previous dropouts or have been suspended or have been expelled from school;
- m. Are court/agency referrals mandating school attendance;
- n. Are deemed at risk of dropping out of school by a school official;
- o. Have been referred to or are being treated by an agency for a substance abuse related problem;
- p. Have experienced recent traumatic events, are victims of abuse, or reside in an abusive environment as documented by a school official or other qualified professional;
- q. Have serious emotional, medical or psychological problems as documented by a qualified professional.

The Youth Service Provider Network Member Responsibilities

- A. Deliver one or more of the 10 WIA program elements that will lead toward placement in employment or education, attainment of a degree or certificate, literacy and numeracy gains **(All enrolled youth must receive at least one documented substantial service each month.)**
- B. Recruit and refer potential WIA participants to the Service Navigator for eligibility determination
- C. Enroll 75% of youth by first quarter of the program year and 100% enrollment by second quarter.
- D. Active participation in the Santa Ana Youth Council
- E. Active participation in the Youth Service Provider Network
- F. Create and sustain partnerships with businesses, parents and other resources to serve youth
- G. Conduct an objective assessment of the academic levels, skill levels, and service needs of the participant
- H. Maintain files that clearly document WIA eligibility, assessments, needs and services provided to participant and performance outcome verification
- I. Register youth participants into CalJobs.
- J. Provide 12-month follow-up services for “exited” participants
- K. Maintain program and performance goals
- L. Set systems in place to invoice for services on a monthly basis
- M. Make available satisfaction survey to all participants
- N. Conduct continuous improvement
- O. Be available and prepared for monitoring by Federal, State, SAWIB and Service Navigator.
- P. Participate in Youth Protection Workshop(s)

Service Navigator Responsibilities

- A. Recruit potential WIA participants to Youth Service Provider Network
- B. Refer all eligible youth to appropriate WIA contractors
- C. Collect eligibility documentation (both at provider location and Service Navigator site)
- D. Certify WIA eligibility
- E. Maintain an automated client tracking system
- F. Ensure accuracy and timely submission of all WIA documents as required
- G. Provide technical assistance and eligibility training to all providers
- H. Develop policies and procedures to ensure compliance with Federal, State and Local WIA rules, regulations and goals
- I. Track and maintain program/provider performance goals
- J. Coordinate co-enrollment among youth providers
- K. Active participation in the Santa Ana Youth Council
- L. Coordinate (and provide as needed) 12-month follow-up services with providers & participants
- M. Process payment for services within 30 days of receipt
- N. Conduct an annual fiscal monitoring of youth providers funded under WIA
- O. Provide on-going Labor Market Information related to youth
- P. Provide on-going ADA/EEO information/training
- Q. Provide on-going information/training on Child Labor Laws
- R. Provide legislative/regulatory updates on services, programs impacted by Youth Workforce Development
- S. Collect, analyze and report to Youth Council the results of the Customer Satisfaction Surveys
- T. Create and implement a continuous improvement project based on the results of the Customer Satisfaction Survey
- U. Be available and prepared for monitoring by Federal, State and SAWIB staff

Continuous Improvement/Self Evaluation

Continuous Improvement is a WIA requirement of all programs. Proposers should have a system to collect and review performance data and customer feedback (youth and business) to continuously improve the system.

The Youth Council will provide on-going technical assistance and monitoring to ensure programs are functioning satisfactorily. Any concerns/issues will be immediately brought to the attention of program staff and Youth Council members so that programs can be quickly adjusted/alterd to facilitate their positive outcome through continuous improvement efforts.

Performance Goals for Youth

Performance outcomes for Program Year 2014-2015 have not been announced by the State of California. In order to ensure that the YSPN's performance measures are met, sub-contractors must demonstrate effective controls and strategies that lead to outcomes defined by the Common Measures. The following table outlines parameters of the Common Measures for the most recent program years:

Measurement	Methodology	Performance Goals
Placement in Employment or Education Goal 83%	<i>Of those who are not in post-secondary education or employment (including the military) at the date of participation:</i> The # of youth participants who are in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the 1 st quarter after the exit quarter <u>divided</u> by the # of youth participants who exit during the quarter	2012-2013 65% 2013-2014 83% 2014-2015 74%
Attainment of a Degree or Certificate Goal 59.1%	<i>Of those enrolled in education (at the date of participation or at any point during the program):</i> The # of youth participants who attain a diploma, GED or certificate by the end of the 3 rd quarter after the exit quarter <u>divided</u> by the # of youth participants who exit during the quarter (Youth Council recommends 65%)	2012-2013 61% 2013-2014 59.1% 2014-2015 65%
Literacy and Numeracy Gains Goal 77.5%	<i>Of those out-of school youth who are basic skills deficient:</i> The # of youth participants who increase one or more educational functions levels <u>divided</u> by the # of participants who have completed a year in the youth program plus the # of participants who exit before completing a year in the youth program.	2012-2013 40% 2013-2014 77.5% 2014-2015 67%

Proposal Evaluation Criteria

Experience & Qualifications	5 points
Proposed Program	10 points
Population	6 points
Employment	6 points
Work Experience	3 points
Training	6 points
Workshops	3 points
Post-Secondary Education	6 points
Tutoring	3 points
Mentoring & Support Services	3 points
Literacy/Numeracy	6 points
Employment or Post-Secondary Education	6 points
Accredited Credential/Diploma/Certificate	6 points
Prior Outcomes	3 points
Leverage Funds	3 points
Fiscal Capacity	4 points
Budget Narrative	4 points
Budget	10 points
Letter of Support	2 points
Letter of Commitment	2 points
Letter of Intent	2 points
Completeness & Neatness	1 points
TOTAL	100 points

PROPOSER APPLICATION

COVER PAGE

Agency Legal Name	
Agency DBA	
Program Name	
Program Address	
Corporate Office Address	
Contact Person & Title	
Email	
Telephone #	
Fax #	
Federal ID Number	

AGENCY STATUS

Public Non-Profit		Corporation		Private Non-Profit		Years in Operation.	
Private for Profit		Government		Other			

PRIMARY FUNDING SOURCES

Funding Source					
Amount					

HOURS OF OPERATION AND DAYS

Days	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
Hours							

TARGET POPULATION

Older Youth		Younger Youth		Out-of-School		In-School	
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# of Youth to be Served in 2014-2015		Total WIA Funds Requested	\$	
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In compliance with the RFP noted above, and subject to the conditions thereof, the undersigned offers to furnish the services stipulated and certifies he has read, understands, and agrees to all terms, conditions, and requirements of this RFP and is authorized to contract on behalf of the agency named above.

Signature

Title

Date

PROPOSAL CHECKLIST

This checklist is provided to assist the proposer in ensuring that a complete proposal is submitted. Failure to include any applicable forms will result in a disqualification of the proposal. The City reserves the right to withdraw consideration of any proposal if evidence of compliance is not provided or if compliance status changes during the RFP process.

Check box if documents are attached to Proposal packet in the following order:

1 Original Proposal Packet

should include all the following attachments with original signatures.

- Proposer Application (Cover Page)
- Proposal Checklist
- Proposal
- A—Budget Narrative
- B—Budget Form
- C—Letter of Support (partner agency)
- D—Letter of Commitment (employers)
- E—Work Based Learning Policy
- F—Letter of Intent (training)
- G—Supportive Service Policy
- H—Incentive Policy
- I— Procurement Policy & Procedures
- J—Program Documents, Logs, Timecards, Records
- K—YSPN Member Performance Plan
- L—Assurances & Certificates
- M—Certificate Regarding Debarment
- N—Certificate Regarding Lobbying
- O—Americans with Disabilities Act & Equal Opportunity Law
- P—Youth Protection Policy (if serving minors)
- Q—Audited Financial Statement Form
- R—IRS Form 990
- S—Non-Profit Verification Form (if applicable)
- T—Audited Financial Statement (most recent)
- U—Audited Financial Statement (2nd most recent)
- V—Agency Experience Verification Form

7 Proposal Packet Copies

should include the following attachments.

- Proposer Application (Cover Page)
- Proposal Checklist
- Proposal
- A—Budget Narrative
- B—Budget Form
- C—Letter of Support (partner agency)
- D—Letter of Commitment (employers)
- E—Work Based Learning Policy
- F—Letter of Intent (training)
- G—Supportive Service Policy
- H—Incentive Policy
- K—YSPN Member Performance Plan
- P—Youth Protection Policy (if serving minors)

YOUTH WORKFORCE INVESTMENT ACT PROPOSAL QUESTIONS

2014-2015

Instructions: Please provide a narrative response for each section and maintain the formatted sequence according to the headers. Please answer each question as concisely as possible. Use font size 12 and standard size margins.

I. Experience/Qualifications

- A. Briefly describe your agency.
- B. List the facility address and address of headquarters if different location. Please include major cross streets.
- C. Indicate hours of operation for facility.
- D. Briefly indicate what makes your facility youth friendly and suitable for the proposed program.
- E. Provide brief information on the following elements:
 1. Average annual operating budget and sources of revenue
 2. Brief description of staff
 3. Past experience with WIA programs or other youth programs
 4. What kind of impact your agency has made on the youth community

II. Proposed Program

- A. Provide an overview of the program's main objectives.
- B. Please provide a full description of the program in sections III-XVIII.
NOTE: It will be expected that a full-time case manager operate this program.

III. Population

- A. How many youth will be served.
- B. Will your agency be able to serve a minimum of 10% of youth from each of the following youth populations: youth with disabilities, foster/emancipated youth, youth that have dropped out of high school, and youth on probation.
- C. Specify how the targeted youth populations (disability, foster/emancipated, probation, dropouts) will be recruited. Include a Letter(s) of Support from organizations that have agreed to refer youth to your program as **Attachment C**.
- D. Describe your recruitment plan that will fulfill the requirement of enrolling 100% of youth by the 2nd quarter of the program (December 31, 2014).
- E. What are some of the barriers that the youth populations face.
- F. Specify how your agency will address the barriers that youth encounter.

IV. Employment

- A. Specify how your agency will help youth attain employment.
- B. What types of services/workshops/resources will be provided to help youth attain employment.
- C. Specify the names of the employers that your agency has partnerships/agreements with, who will hire youth.
- D. Please provide Letters of Commitment from employers willing to hire your youth participants, include as **Attachment D**.

- E. What types of employment services will be provided to youth after they exit the program (retention, transportation assistance, resources, etc.).

V. Work Based Learning (not a required element of the program)

- A. Describe in detail the work based learning opportunities that will be offered to the youth such as: paid work experience, internships, externships, job shadowing, and work based learning.
- B. List some of the employers that will assist in the work based learning opportunities.
- C. If applicable, please include a copy of the Work Based Learning policy as **Attachment E**.
- D. Will your agency take youth to real companies/businesses to become acquainted with the various employment industries.
- E. Will youth have the opportunity to meet or hear from real employers.

VI. Certificates/Diplomas/Credentials

Note: WIA only accepts certificates that are accredited by a State recognized educational entity or are recognized by employers.

- A. What type(s) of certificates will youth be able to earn while in your program.
- B. Describe the training that will lead to the certificate/diploma/credential.
- C. If applicable, include Letters of Intent from the training agencies, as **Attachment F**.
- D. What types of occupations will the training/certificates lead to. Are those occupations in demand. Please provide data and sources.
- E. Will your program be able to identify and develop a pathway for students that can lead them from high school to career or college. Please elaborate on the specific pathway(s).

VII. Workshops (not a required element of the program)

- A. Describe the workshops that will be provided to youth.
- B. Will your agency provide any of the following workshops. If so, briefly describe the content of the workshops.
 - 1. Financial Literacy/ Budget Management
 - 2. Family Planning
 - 3. Worker's Rights/Labor Laws
 - 4. Analytical Skills at the Workplace
 - 5. Health Resources
- C. Can your agency provide workshops on public speaking skills to the youth.
- D. Can your agency provide workshops on customer service skills to youth.

VIII. Post-Secondary Education

- A. Specify how your agency will help youth enter post-secondary education (college, apprenticeship, vocational schools, career technical training, etc.).
- B. How will your agency expose youth to the various post-secondary educational institutions (colleges, universities, vocational training schools, apprenticeships, etc.).

IX. Tutoring

Note: YSPN 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”. Youth that are basic skills deficient are required to improve their literacy or numeracy skills by at least one functional grade equivalency.

- A. Specify how your agency will provide tutoring or tutoring resources to youth that need to improve their literacy/numeracy skills.

X. Mentoring/Support (not a required element of the program)

- A. Specify how your agency will provide mentoring to youth.
- B. Specify what types of support your agency will offer youth who are facing challenging obstacles such as: family dysfunctions, mental health issues, substance abuse, low self-esteem, probation, gang issues, parenting issues, etc.
- C. Will your agency offer mental health services or referrals. Please describe.
- D. Will your agency provide supportive services to youth such as gas cards, bus pass, childcare assistance, etc.. If so, please describe and include the Supportive Service Policy as **Attachment G**.
- E. Will your agency provide incentives to youth for accomplishing program benchmarks or personal goals. If so, please describe and include the Incentive Policy as **Attachment H**.

XI. Leverage Funds (not a required element of the program)

- A. Can your agency leverage funds to offer a civic engagement opportunity to WIA youth and other youth in the community aside from WIA youth participants.
- B. What type of civic engagement opportunities will your program engage youth in.
- C. How many youth will participate in the civic engagement opportunity.
- D. Can your agency leverage funds to host work readiness type of workshops once per month at local after-school programs in Santa Ana.

XII. Common Measures (refer to page 12 for definitions)

A. Improve Literacy/Numeracy Skills—77.5%

1. Provide a visual aid, calendar, flow chart, or diagram that outlines the steps that will be taken to ensure that at least 77.5% of “basic skills deficient youth” improve their literacy or numeracy skills by at least one functional grade equivalency, no later than the exit date.

B. Attain Employment or Enter Post-Secondary Education—83%

1. Provide a visual aid, calendar, flow chart, or diagram that outlines the steps that will be taken to ensure that at least 83% of youth attain employment or enter post-secondary education, no later than the first quarter after exit.

C. Attain a Credential/Diploma/Certificate—59.1%

1. Provide a visual aid, calendar, flow chart, or diagram that outlines the steps that will be taken to ensure that at least 59.1% of youth will attain a credential/diploma or certificate, no later than the third quarter after exit.

XIII. Prior Outcomes

- A. If your agency was previously awarded a WIA contract through the Santa Ana Workforce Investment Board please disclose your agency’s past performance outcomes for the past 1-2 years:

COMMON MEASURES	2011 (Example: 5 ÷ 15 = 33%)	2012 (Example: 5 ÷ 15 = 33%)
Increased Literacy/Numeracy Skills	÷ = %	÷ = %
Entered Employment or Post-Secondary	÷ = %	÷ = %
Attained Credential/Diploma/Certificate	÷ = %	÷ = %

XIV. Fiscal Competency

- A. Describe the process used to capture and report fiscal data.
- B. Attach a copy of the organization’s procurement policies and procedures as **Attachment I**.
- C. What systems are used to ensure fiscal accountability, appropriate expenditures, and planned costs.
- D. Describe invoicing process and list qualifications of staff assigned to task.
- E. Describe how your agency’s financial stability is not dependent on WIA funds.
- F. Submit most recent 2 years of audited financial statements as **Attachment Q** with the Audited Financial Statement Form signed.

XV. Subcontracting

- A. Subcontracting client services/activities is not permissible under this contract. However, if planning to subcontract non-client services such as payroll services, lease of equipment, etc., then please identify the subcontractor and the estimated cost for the services.
- B. None of the duties or work to be performed by the proposing agency shall be subcontracted or assigned to any other agency, consultant, or person without the prior written consent of City. Proposing agency must submit all subcontracts and other agreements that relate to this Proposal to City. No subcontract or assignment shall terminate or alter the legal obligations of proposed program.

XVI. Budget Narrative (2 pages maximum)

Note: Budget Narratives will be reviewed to ensure that cost is justified and reasonable for the activities/services proposed, applicant is not solely relying on WIA funds, and that the program is leveraging funds from other resources.

- A. Budget Narrative should be included as a separate page, as **Attachment A**. Please summarize item 1 (below) in the beginning of the budget narrative, then proceed with item B:
 1. Identify the percentage of budget that will go directly to youth (work experience payments, direct training, supportive services, etc.) versus the percentage of overhead and administrative costs.

(ex: 50% of budget will be directly spent on youth in the form of work experience and training).

- B. Include a detailed narrative that outlines each line item listed on the Budget Form, **Attachment B**.
- C. At the end of the narrative please explain the pertinent documents/forms that will be used to track work experience compensation or participant incentives (i.e.: timecards, sign-in sheets, record logs etc.). Include the pertinent forms as **Attachment J**.

XVII. Budget

- A. Use Budget Form **Attachment B** to outline the program's budget. (Excel version available upon request.)

Note: The Budget Form will be reviewed for accuracy and completeness. All proposals will be reviewed for costs that are allowable under WIA, necessary, reasonable, and competitive, as measured by the review of the line item budget, the program design and the comparison to all other proposals.

XVIII. Attachments

Note: please include and label each attachment according to the following order.

- | | |
|--|---|
| A. Letter of Support (partner agencies) | K. YSPN Member Performance Plan |
| B. Letter of Commitment (employers) | L. Assurances & Certificates |
| C. Work Based Learning Policy | M. Certificate Regarding Debarment |
| D. Letters of Intent (training) | N. Certification Regarding Lobbying |
| E. Supportive Service Policy | O. Americans with Disabilities Act & Equal Opportunity Law |
| F. Incentive Policy | P. Youth Protection Policy (if serving minors) |
| G. Procurement Policies & Procedures | Q. Audited Financial Statement Form |
| H. Budget Narrative | R. IRS Form 990 |
| I. Budget Form | S. Non-Profit Verification Form |
| J. Program Documents, Logs, Timecards, Records, etc. | T. Audited Financial Statements (most recent) |
| | U. Audited Financial Statements (2 nd most recent) |
| | V. Agency Experience Verification Form |

BUDGET NARRATIVE for _____(Agency Name)

1. Identify the percentage of budget that will go directly to youth (work experience payments, direct training, supportive services, etc.) versus the percentage of overhead and administrative costs. (ex: 50% of budget will be directly spent on youth in the form of work experience and training).
2. Include a detailed narrative that outlines each line item listed on the Budget Form.
3. At the end of the narrative please explain the program documents, logs, youth timecards, etc. that will be used to track work experience compensation or participant incentives (i.e.: timecards, sign-in sheets, etc.). Please Include the program forms as Attachment J.

Budget Form Instructions for YSPN Membership

All costs related to the program activities described in the proposal must be included on the Budget Form. A budget narrative must be attached on a separate sheet of paper for all line items marked with an * asterisk.

Personnel

Salaries: List each individual position dedicated to this project. List title, percentage of full time equivalent (FTE) or the amount of time to be charged to this project.

Benefits: List each individual position dedicated to this project. List title, percentage of full time equivalent (FTE) or the amount of time to be charged to this project.

OPERATING EXPENSES

Rent or User Fee: Provide percent of office space that will be charged to this project. Describe how percentage was determined.

Equipment Rental Fee (equipment may not be purchased): List items that will be used for this project. Provide percent of rental fee that will be charged to this project. Describe how percentage was determined.

Vehicle Lease (vehicles may not be purchased): Provide list of vehicles dedicated for this project. Describe vehicle use and percentage of use that will be charged to this project. Describe how percentage was determined. Note: CONTRACTOR shall also obtain and maintain, during the effective period of this Agreement, broad form automobile liability coverage with a \$1,000,000 minimum limit.

Indirect Cost: Provide indirect cost rate plan.

Participant Wages: Describe costs directly related to individual participants such as paid training and/or work experience. Include number of youth, hourly wage, benefits and bonuses. Include length of activity.

Support Services: Attach policies and procedures for supportive services. Policy must include spending limits.

Participant Incentives: Indicate the type of payment, rate of payment and describe what youth must achieve to receive the incentive.

Other: This item may include fieldtrips and youth stipends. All items must listed and include cost details.

Note: Audit Requirements

States, local governments and non-profit institutions who spend \$500,000 or more in federal funds in a fiscal year shall meet the audit requirements of the OMB Circular A-133, "Audits of States, and Local Governments and Non-Profit Institutions."

BUDGET FORM

	Administrative Cost (Not to Exceed 10%)	Total Program Cost	Total WIA Cost	Match/In Kind
Personnel Salaries				
1				
2				
3				
4				
5				
Personnel Benefits				
1				
2				
3				
4				
5				
Total Personnel Salaries & Benefits	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses				
Rent*				
Utilities				
Phones				
Internet Fees				
Parking Fees				
Security				
Maintenance				
Insurance				
Equipment rental fees*				
Equipment rental fees*				
Vehicle lease*				
Office expenses (consumables)				
Accounting Services				
Legal Services				
Auditing Services				
Indirect Cost*				
Staff Training*				
Staff Conferences*				
Staff Travel/Mileage				
Participant Wages*				
Supportive Services*				
Participant Incentives*				
Youth Conferences*				
Total Operating Expenses	\$0.00	\$0.00	\$0.00	\$0.00
GRAND TOTAL (Personnel + Operating)	\$0.00	\$0.00	\$0.00	\$0.00

YSPN MEMBER PERFORMANCE PLAN 2014-2015

WIA YOUTH POPULATION		
Youth Population	Ages	# of Youth to be Served
In-School		
Out-of-School		
TOTAL NUMBER OF YOUTH TO BE SERVED		

PROJECTED ENROLLMENTS & EXPENDITURES		
(NOTE: 100% OF YOUTH MUST BE ENROLLED BY 2 ND QUARTER-DECEMBER 31, 2014)		
Quarter	# of Enrollments per Quarter	Estimated Expenditures per Quarter
1 st		\$
2 nd (75% Enrollment Required)		\$
3 rd		\$
4 th		\$
TOTAL		\$

PERFORMANCE GOALS/Common Measures		
*DISCLAIMER: OUTCOMES ARE SUBJECT TO INCREASE/DECREASE DEPENDING ON YOUTH POPULATION		
Performance Category	Total # of Youth Multiplied by Performance Rate	Minimum # of youth to fulfill performance
Placement in Employment OR Placement in Post-Secondary Education (by Exit or 1 st Quarter Follow-Up)	_____ x 83%	= _____
Attainment of Degree or Certificate (by Exit or by 3 rd Quarter Follow-Up)	_____ x 59.1%	= _____
Improved Literacy OR Numeracy	_____ x 77.5%	= _____

10 WIA ELEMENTS	
(mark an "x" next to the elements provided in your program)	
1. Tutoring, study skills training, and instruction, leading to completion of secondary school, including dropout prevention strategies	6. Leadership development opportunities which may include community service and peer-centered activities encouraging responsibility and other positive social behaviors during non-school hours, as appropriate;
2. Alternative secondary school services, as appropriate;	7. Supportive Services (e.g. tools, books, clothing, etc.);
3. Summer employment opportunities that are directly linked to academic and occupational learning (this element cannot be offered as a stand-alone activity);	8. Adult Mentoring for the period of participation and a subsequent period for a total of not less than 12 months;
4. As appropriate, paid and unpaid work experiences, including internships and job shadowing;	9. Follow-up services for a minimum of 12 months after the completion of participation as appropriate; and
5. Occupational skill training, as appropriate;	10. Comprehensive guidance and counseling which may include drug and alcohol abuse counseling and referral, as appropriate.

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 Investment 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 WIA funds will be used as required by law and contract.
- We have additional funding sources and will not be dependent on WIA funds alone.

We do or will meet the applicable Federal, State, and local compliance requirements.

These include, but are not limited to:

- Records that 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.
- Comply with Federal and State non-discrimination provisions.
- Meet requirements of Section 504 of the Rehabilitation Act of 1973.
- Meet requirements of the American’s with Disabilities Act of 1990
- Meet 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.
- 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.
- Youth Protection Policy and Sexual Abuse & Molestation insurance of \$2,000,000

We will not:

- Place a youth in a position that will displace a current employee.
- Use WIA 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 WIA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.
- Use WIA 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 WIA.
- Use WIA money under this contract to purchase any equipment.

I hereby assure that all of the above are true.

Name	Title	Date
------	-------	------

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

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

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

1. The prospective primary participant, (i.e. grantee) certifies to the best of its knowledge and belief, that it and its principals:

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

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

Grantee/Contractor Organization

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

Date

INSTRUCTION FOR CERTIFICATION

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

CERTIFICATION REGARDING 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 subrecipients 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.

Grantee/Contractor Organization

Signature

Date

Name of Certifying Official Signature

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

SURVEY

- I. Is there a minimum of 2 designated disabled parking slots.
Per Dept. of Rehab Sect. 504 YES NO
- II. Are parking slot occupants able to reach the building's entrance for the disabled without having to go behind any other cars, or any other barriers (curb, sidewalks, etc.).
Per Dept. of Rehab. Sect. 504 YES NO
- III. Is there a front door labeled with the international wheelchair access sign.
Per Dept. of Rehab. Sect. 504 YES NO
- IV. Is the labeled entrance's threshold not higher than ½ inch to allow for wheelchair access.
Per Dept. of Rehab. Sect. 504 YES NO
- V. Is the door-handle to the labeled wheelchair entrance door, a lever handle (not a round doorknob).
Per Dept. of Rehab. Sect. 504 YES NO
- VI. If any services are available on second floor, does the building have an elevator.
Per Dept. of Rehab. Section 504 YES NO NA
- VII. Does the classroom, working area, and break-room have enough room to maneuver a wheelchair and/or crutches.
Per Dept. of Rehab. Sect. 504 YES NO
- VIII. Does the provider *catalog / employee manual*, contain the organization's Grievance Policy.
Per CFR Title 20, 29, 41 YES NO
- IX. Is 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 any 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 disabled.
Per Dept. of Rehab. Sect. 504 YES NO
- XII. Does toilet stall for the disabled have bars on each side of 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

Service Provider Information:	

Print First & Last Name	
_____	_____
Service Provider Signature	Date

Business Address	

Business Phone Number	

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

Audited Financial Statement

Please attach your agency's 2 most recent audited financial statements.

Agency Name: _____

Financial Statement Description:

Calendar Year: _____

Fiscal Year: _____

Other Period: _____



AGENCY EXPERIENCE VERIFICATION FORM

To be completed by the agency applying for the WIA Youth funds.

A. RFP Applicant:	
1. Funding Agency Name:	2. Contact Person & Telephone #:
3. Contract Period:	4. Types of Funds:
5. Amount Received:	6. Amount Spent:
7. Contract Activities:	8. Years Working with this Funding Source:

To be completed by the Agency that currently funds or has funded the RFP Applicant labeled in Section A.

B. Administrative Experience		Yes	No	Comments
1.	Has the agency shown the capability to successfully administer grant funds and meet contracted goals. (If "No," provide comments)			
2.	Has the agency successfully resolved performance problems in a timely manner. (If "No," provide comments)			
3.	Has the agency consistently submitted complete and accurate records and reports in a timely manner. (If "No," provide comments)			
4.	Have there been any findings of irregularities regarding the agency, its officers, its Board of Directors. (If "Yes," provide comments)			
5.	Has the agency had costs questioned by an audit or monitoring review. (If "Yes," provide comments)			
6.	Does the agency have unresolved disallowed costs. (If "Yes," provide comments)			

C. Probation Sanction		Yes	No	Comments
1.	Has the Applicant/Lead Agency been placed on probation in any program it has administered through your funding source. (If "Yes," provide comments)			
2.	Has the Applicant/Lead Agency been sanctioned or had program funds de-obligated in any program it has administered through your funding source. (If "Yes," provide comments)			



AGENCY EXPERIENCE VERIFICATION FORM

D. REPORT AUTHORIZATION

Authorized Signature of Funding Agency Date _____

Name of Authorized Signatory of Funding Agency Date _____

Telephone Number Fax Number E-mail Address _____

D. REPORT VERIFICATION

SAWIB Staff Signature Verifying Report SAWIB Staff Name Date _____

Telephone Number Fax Number E-mail Address _____

RFP RESPONDENT’S AUTHORIZATION TO RELEASE INFORMATION:

On behalf of my organization, I am authorizing the funding agency named in line B to release the information requested on this AGENCY EXPERIENCE VERIFICATION and any other information that will aid City of Santa Ana Workforce Investment Board/Youth Council in evaluating our demonstrated ability in operating youth programs. All information so released will become part of a public document, subject to review and inspection by the public at the City’s discretion, in accordance with the Public Records Act.

Authorized Signature of Respondent/Agency Date _____

Name of Authorized Signatory Date _____

Telephone Number Fax Number E-mail Address _____

Glossary of Terms for Youth Program

ACADEMIC CREDIT: Credit received while a participant is in training which is applicable toward a secondary school diploma, a post-secondary degree, or a certificate of completion, consistent with State laws and the requirements of an accredited educational agency.

ADMINISTRATIVE COST: The portion of the budget which is associated with the overall management and administration of the proposed program and which is not directly related to the provision of services to participants. Some examples include accounting, financial, procurement and purchasing, payroll, and personnel management.

ADULT MENTORING (YOUTH): Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 months.

ALLOWABLE COST: Those costs which are necessary, reasonable, allocable and allowable under applicable Federal, State and local law for the proper administration and performance of services to customers.

BARRIERS TO EMPLOYMENT: Characteristics that hinder an individual's ability to participate in the labor market. An eligible youth is defined as an individual who: is age 16-21 is a low income individual and is within one or more of the following categories:

- Deficient in basic literacy skills;
- School dropout
- Homeless, runaway, or foster child;
- Pregnant or parenting;
- Offender; or
- Is an individual (including a youth with a disability) who requires additional assistance to complete an educational program, or to secure and hold employment.

BASIC SKILLS: Those academic skills that include reading, writing and speaking English, and the skills involved in applications, computing and solving problems.

BASIC SKILLS DEFICIENT: Must include a determination that an individual:

- A. Computes or solves problems, reads, writes, or speaks English at or below grade level 8.9; or
- B. Is unable to compute or solve problems, read, write, or speak English at a level necessary to function on the job, in the individual's family or in society.

BASIC SKILLS TRAINING: Training provided to enhance locally defined inadequacies in levels of basic literacy skills (as defined above) which would improve an individual's ability to function in the labor market and in society.

BELOW GRADE LEVEL: One or more levels or credits below that which is appropriate for the person's age. (Can be calculated from the highest grade completed and reading/math levels).

CAREER EXPLORATION, PLANNING & COUNSELING (YOUTH):

Activities which:

- A. Assist youth to gain career awareness, make career decisions and plans; and understand market needs, trends, and opportunities;
- B. Assist youth in making and implementing informed educational and occupational choices;
- C. Aid youth to develop career options with attention to surmounting gender, race, ethnic, disability, language, or socioeconomic impediments to career options and encouraging careers in non-traditional employment, and
- D. Orientation to skills and knowledge specific to career path and/or industry, based on SCANS career related learning standards and industry-specific skills, if relevant.

CAREER RELATED MENTORING (YOUTH): An employee or other individual, approved by the employer at a worksite, who possesses the skills and knowledge to be mastered by a student; who provides the student with instruction and challenges the student to perform well; works in consultation with program staff, classroom teachers and the employer as appropriate.

CASE MANAGEMENT: The provision of a client-oriented approach in the delivery of services, designed to:

- A. Prepare and coordinate comprehensive employment plans, such as service strategies, for participants to ensure access to necessary workforce investment activities and support services, using, where flexible, computer-based technologies; and
- B. To provide job and career counseling during program participation and after job placement.
- C. Case Managers and youth work together in a documented, goal oriented, participant-centered program that extends from recruitment through follow-up/retention. The case manager motivates and coordinates services and information to prepare participants for post-secondary educational opportunities, provides linkages between academic and occupational learning, and/or preparation for unsubsidized employment/training opportunities, as appropriate.

CERTIFICATE: A certificate is awarded in recognition of an individual's attainment of measurable technical or occupational skills necessary to gain employment or advance within an occupation. These technical or occupational skills are based on standards developed or endorsed by employers. Certificates awarded by workforce investment boards are not included in this definition. Work readiness certificates are also not included in this definition.

A certificate is awarded in recognition of an individual's attainment of technical or occupational skills by:

- A state educational agency or a state agency responsible for administering vocational and technical education within a state.
- An institution of higher education described in Section 102 of the Higher Education Act (20 USC 1002) that is qualified to participate in the student financial assistance programs authorized by Title IV of that Act. This includes community colleges, proprietary schools, and all other institutions of higher education that are eligible to participate in federal student aid programs.

- A professional, industry, or employer organization (e.g., National Institute for Automotive Service Excellence certification, National Institute for Metalworking Skills, Inc., Machining Level I credential) or a product manufacturer or developer (e.g., Microsoft Certified Database Administrator, Certified Novell Engineer, Sun Certified Java Programmer) using a valid and reliable assessment of an individual's knowledge, skills, and abilities.
- A public regulatory agency, upon an individual's fulfillment of educational, work experience, or skill requirements that are legally necessary for an individual to use an occupational or professional title or to practice an occupation or profession (e.g., FAA aviation mechanic certification, state certified asbestos inspector).
- A program that has been approved by the Department of Veterans Affairs to offer education benefits to veterans and other eligible persons.
- Job Corps centers that issue certificates.
- Institutions of higher education which are formally controlled, or have been formally sanctioned, or chartered, by the governing body of an Indian tribe or tribes.

CITIZENSHIP TRAINING: Includes life skills training such as parenting, work behavior training, budgeting of resources, and an ethic of civic responsibility. Citizenship training is one aspect of the required youth program element broadly termed "Leadership Development Opportunities".

CLASSROOM TRAINING: Academic and/or occupational training conducted in an institutional setting. Effective classroom training will provide linkages between academic and occupational learning.

COLLABORATION: A mutually beneficial alliance of groups or organizations that come together to achieve common goals. This alliance is characterized by well-defined relationships that include a commitment to mutual authority and accountability for success and sharing of resources. It is expected that it transcends individual agency strategies and will integrate diverse missions, language and cultural concerns to focus on the needs of the customers. Collaboration is strengthened by a formal written agreement which delineates the responsibilities of each group, organization or entity.

COMMUNITY-BASED ORGANIZATION (CBO): A private nonprofit organization that is representative of a community or a significant segment of a community and that has demonstrated expertise and effectiveness in the field of workforce investment.

COST REIMBURSEMENT CONTRACT: A contract format which provides for the reimbursement of allowable costs which have been identified and approved in the contract budget and incurred in the operation of the program. Back-up documentation is required to justify payments made under this type of contract.

DROPOUT (YOUTH): An individual no longer attending school who has not received a secondary school diploma or GED (note: a youth attending an alternative school is not a dropout for the purposes of this program).

ELIGIBLE or ELIGIBILITY: Refers to an individual's status in relation to his/her qualification to participate in a WIA funded program. The following are examples of eligibility criteria for various programs: residency, age, economic status, Selective Service registration, serious barriers to employment, plant closures, layoffs, long term unemployment, etc. Specific youth eligibility requirements are defined at 20 CFR, 664.2000.

ELIGIBLE YOUTH: the “eligible youth” means an individual who:

- A. is not less than age 16 and not more than age 21; **AND**
- B. is authorized to work in the United States; **AND**
- C. is in compliance with the Selective Service Act; **AND**
- D. is a Santa Ana Resident (local requirement); **AND**
- E. is a low income individual (up to 5% of youth participants served by youth programs may be individuals who do not meet the income criterion for eligible youth); **AND**
- F. is an individual who is one or more of the following:
 - i. Foster Child Emancipated
 - ii. Foster Youth
 - iii. Disability
 - iv. Basic Skills Deficient
 - v. Homeless
 - vi. Pregnant or Parent
 - vii. Runaway
 - viii. Offender
 - ix. School Dropout
 - x. Mandated Court /Agency Referral
 - xi. Long Term Welfare Recipient
 - xii. Suspended or Expelled
 - xiii. GPA less than 1.5
 - xiv. Limited English
 - xv. Poor Work History
 - xvi. Gang Affiliated
 - xvii. An individual who requires additional assistance to complete an education, or secure and hold employment.

EMPLOYABILITY: A demonstrated level of knowledge, skills, abilities, work behaviors and attitudes necessary to become successful in the labor market.

ENROLLMENT: An eligible participant who has been referred for WIA services and for whom enrollment documents have been completed.

ENTERED EMPLOYMENT RATE: A participant who exits from the program and enters (through the efforts of the WIA, Service Provider, or through their own efforts) into regular employment for pay. State Unemployment Wage records will be the primary data source for tracking this outcome therefore; employment is currently defined as an individual showing any amount of earnings in the quarter following exit.

EXITER: (point of exit for counting performance outcomes) A participant who has a termination date within the quarter and has not received any WIA service for 90 days, except follow-up, and there are no future services scheduled that participant has exited WIA for the purposes of performance measurement.

FOLLOW-UP SERVICES: All youth participants must receive some form of follow-up services for a minimum duration of 12 months after exiting the program (termination). The types of services provided must be based on the needs of the individual. Follow-up services may include: leadership development; supportive services; regular contact with the youth’s employer, including addressing work-related problems that arise; assistance with job development, career development and further education; work-related peer support groups; adult mentoring; and tracking the progress of youth in employment after training.

GREEN COLLAR JOBS: Career track jobs that contribute directly to preserving or enhancing environmental quality.

HOMELESS/RUNAWAY (YOUTH): A youth who lacks a fixed, regular, adequate nighttime residence. Includes those who have a primary nighttime residence that is a public or private shelter, an

institution providing temporary residence, public or private place not designated or ordinarily used as a regular sleeping accommodation. Runaway is defined as a person less than 18 years of age that absents themselves from home or place of residence without permission of parent or legal guardian.

INCENTIVES (YOUTH): Incentives are usually awarded to youth for successful completion of one or more components of a program. Incentives can be cash, gift certificates or other items the program feels are youth motivators (T-shirts, field trips, etc.).

INDIVIDUAL SERVICE STRATEGY/PLAN (YOUTH): A written outline of employment and training goals needed for a youth to attain self-sufficiency by finding and maintaining employment. The Individual Service Plan establishes short-term and long-term goals around post-secondary education and/or career employment. An Individual Service Plan may include activities to prepare the participant for employment, services to remove barriers to employment, training and job search. Individual Service Plans must be regularly reviewed and updated as changes occur in employment goals, barriers, and program services or support services needs.

INDIVIDUAL WITH A DISABILITY: In general: an individual with any disability as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C.) or documented through local school Individual Education Plan.

IN-KIND CONTRIBUTION: Contributions provided by a service provider from non-WIA sources to support a WIA training program. In-kind contributions must be itemized in the proposal and contract budgets and are subject to audit.

IN-SCHOOL YOUTH: Refers to a youth, age 16-21, who has not received a high school diploma or equivalent, and is attending school, including alternative school.

INTERNSHIP (YOUTH): A structured work experience involving specific occupational skills development goals in addition to learning goals; includes the expectation that the student, upon completion of the internship, will demonstrate skills necessary for entry-level employment in the occupational area of the internship.

INTAKE: Includes the screening and determination of an applicant for eligibility and: (1) a determination of whether the program can benefit the individual; (2) an identification of the employment and training activities and services which would be appropriate for that individual; (3) a determination of the availability of an appropriate employment and training activity; (4) a decision on selection for participation, and (5) the dissemination of information on the program.

JOB DEVELOPMENT: The planned and organized effort by service providers to encourage employers or business organizations to make jobs available for participants.

JOB PREPARATION: Job search skills training which provides the participant with the instruction to obtain part-time or full time employment. These skills may include resume writing, interviewing skills, telephone techniques, and job acquisition skills.

JOB SHADOW: Competency-based educational experiences that occur at a worksite but are tied to the classroom curriculum that coordinates and integrates school-based instruction with work site experiences.

LEAD AGENCY: The organization submitting the proposal requesting a direct contract with the WIB. The Lead Agency will be responsible for ensuring compliance with all terms and conditions of the contract, administration and fiscal management of the contract, and will be held accountable for program results. Lead agencies submitting proposals that incorporate a collaborative relationship with other entities in the provision of comprehensive and integrated youth services must clearly identify the collaborating organization(s), the services they will provide, and the funding to support those services.

LEADERSHIP DEVELOPMENT: Leadership development opportunities are one of the ten required youth program elements. Leadership development may include: exposure to post-secondary educational opportunities; community and service learning projects; peer centered activities, including peer mentoring and tutoring; organizational and teamwork training; decision-making and setting priorities; citizenship training, including life skills training such as parenting, work behavior training, budgeting of resources, employability (pre-employment skills); and positive social behaviors (soft skills), i.e., positive attitudinal development, self-esteem, cultural diversity, and work simulation activities (work maturity skills). Leadership skills might be viewed as those skills characteristic of productive workers and good citizens.

LIFE SKILLS (YOUTH): Activities and/or training that assist youth to develop marketable work habits. May include modules/training/curriculum instruction in personal finance and budgeting, parenting/pregnancy prevention, self-leadership (e.g. conflict resolution, public speaking, and management, cultural history and diversity, nutrition/fitness, and health).

LIMITED ENGLISH SPEAKER: An individual whose native language is not English or who has an inability to communicate in English orally or in writing resulting in a barrier to employment or training.

LIMITED INTERNSHIPS: A type of work experience conducted at the site of a private sector employer which provides exposure to work and the requirements for successful job retention. Internships may be paid or unpaid but they are intended to result in unsubsidized employment. Internships are designed to improve skill competencies and assist youth in achieving employment success.

LINKAGE: Any mechanism that connects or ties services together.

LITERACY: The term “literacy” is an individual’s ability to read, write, and speak in English and/or compute, and solve problems at levels of proficiency necessary to function on the job, in the family of the individual, and in society.

LOWER LIVING STANDARD INCOME LEVEL: Income level determined annually by the Secretary of Labor based on the most recent lower living family budget issued by the Secretary.

LOW INCOME INDIVIDUAL: An individual who:

- A. receives, or is a member of a family that receives, cash payments under a Federal, State or income-based public assistance program;
- B. received an income, or is a member of a family that received a total family income, for the 6-month period prior to application for the program involved (exclusive of unemployment compensation, child support payments, payments described in subparagraph (A), and old-age and survivors insurance benefits received under section 202 of the Social Security Act 42 U.S.C. 402) that, in relation to family size, does not exceed the higher of –

- (i) the poverty line, for an equivalent period; or
 - (ii) 70 percent of the lower living standard income level, for an equivalent period;
- C. is a member of a household that receives (or has been determined within the 6-month period prior to application for the program involved to be eligible to receive) food stamps pursuant the Food Stamp Act of 1997 (7 U.S.C. 2011et seq.);
- D. qualifies as a homeless individual, as defined in subsections (a) and (c) of section 103 of the Steward B. McKinney Homeless Assistance Act (42 U.S.C. 11302);
- E. is a foster child on behalf of whom State or local government payments are made; or
- F. in cases permitted by regulations promulgated by the Secretary of Labor, is an individual with a disability whose own income meets the requirements of a program described in subparagraph (A) or of subparagraph (B), but who is a member of a family whose income does not meet such requirements.

MENTORING: The process of matching an advisor with a participant in order to assist the participant in successfully completing training. The role of a mentor may also include assisting the participant in transitioning into employment with the ultimate aim of job satisfaction and retention. Adult mentoring for a minimum duration of 12 month is one of the ten required youth program elements.

MONITORING: The process of observing and/or reviewing performance may include on-site observation, review of paperwork and files, interviews with staff or participants, telephone conversation, and formal evaluation of compliance elements.

OBJECTIVE ASSESSMENT (YOUTH): An assessment of the academic levels, skill levels, and service needs of each participant which shall include a review of basic skills, occupational skills, prior work experience, employability, interests, aptitudes (including interests and aptitudes for nontraditional jobs), supportive service needs, and developmental needs of the participant. A new assessment of a participant is not required if the provider determines it is appropriate to use a recent service strategy developed for the participant under another education or training program.

OCCUPATIONAL SKILLS: Those skills identified as necessary to successfully perform work-related functions with an industry sector. Occupational skills can be attained through activities such as:

1. Entry into an apprenticeship or internship program
2. Complete a career specific, professional, technical or advanced job skill training program
3. Complete a college degree

OFFENDER: An individual subject to any state of the criminal justice process who has a barrier to employment because of a record of arrest or conviction.

ON-THE-JOB TRAINING: Training by an employer in the private sector that is provided to a participant that has been referred to and hired by that employer. Training occurs while the participant is engaged in productive work that: provides knowledge and/or skills essential to the full and adequate performance of the job; provides reimbursement to the employer of up to 50 percent of the wage rate of the participant for the cost of providing training; and is limited in duration as appropriate to the occupation for which the participant is being trained.

ORIENTATION: Provides information about the types of services available, develops motivation and interest in the program, explains the application, selection and eligibility process, and assists applicants in preparing for the process.

OUTCOME: Documented effect or impact of a service or intervention on an individual. Outcomes are what the program efforts are designed to achieve. Proposed outcomes must be stated in terms of measurable indicators.

OUT-OF-SCHOOL YOUTH: An eligible youth, 16-21 years of age, who is a school dropout; or an eligible youth who has received a secondary school diploma or its equivalent but is basic skills deficient, unemployed, or underemployed. Alternative school youth are not considered out-of-school youth.

OUTREACH (RECRUITMENT): Activity involves the collection, publication and dissemination of information on program services directed toward economically disadvantaged and other individuals eligible to receive WIA training and support services.

PLACEMENT: A client securing employment while participating in the WIA program with wages equal to or greater than the state or federal minimum wage per hour and is an unsubsidized position.

PARTICIPANT: An individual who has registered and has been determined eligible to participate in and who is receiving services under a program authorized by WIA. Participation shall be deemed to commence on the first day, following eligibility, on which the participant begins receiving core, intensive training, or other services provided under WIA Title 1.

PERFORMANCE BASED CONTRACT: Method of contracting with successful completions of certain benchmarks by the enrolled population obligates the awarding agency to make certain predetermined payments.

PERFORMANCE MEASURES:

- Placement in employment or education
- Attainment of a degree or certificate
- Literacy and Numeracy gains

POTENTIAL DROPOUT (AT RISK OF DROPPING OUT): A youth who is experiencing a lack of academic success as evidenced by basic skills deficiency, by at least one school year in school credit as determined by school records, failing grades, or below GPA.

PREGNANT/PARENTING YOUTH: A youth who is under 22 years of age and is either pregnant or providing custodial care for one or more dependents that are under 18 years old.

PROGRAM COMPLETION: Refers to the successful achievement of the pre-specified, overall training objective(s). The term may be used, as appropriate, to describe a subcontractor's performance under a financial agreement or a participant's performance in a training activity. Completion of a training program will be included in the calculation of the appropriate performance measurement.

PROGRAM ELEMENTS: Local programs must include each of the ten program elements as options available to youth participants.

PROJECT-BASED LEARNING: Learning experiences which engage students in complex, real-world projects through which they develop and apply skills and knowledge which take effort and persistence over time, result in the creation of something that matters to them and has an external audience. Employment and community partners provide students with ongoing coaching

and expert advice on projects particularly in regard to effective strategies and tools used in the workplace. Projects should be authentic, involve academic rigor, applied learning, active exploration, adult connection and assessment practices.

QUALIFIED STAFF: Individuals that have experience or education that qualifies the individual to conduct the training or deliver the services contracted for.

REGISTRATION: (point of registration for counting performance measures) process for collecting information to determine an individual's eligibility for services under WIA. All youth eligible for WIA services must be registered in order to receive those services. At the point of registration, participants are counted for performance measurement purposes.

RETENTION (YOUTH): Continued retention in work, school, training, education, or military.

RETENTION RATE: The number of WIA customers placed, who are employed at the end of the retention period after exiting from the program, divided by the total number of customers exited in a specific time period.

SELF-SUFFICIENCY: An adequate standard of living without cash benefits. Self-sufficiency services are services that assist WIA recipient to expand strengths and resources necessary for self-sufficiency or to reduce or eliminate barriers to self-sufficiency.

SELF-SUFFICIENCY STANDARD FOR ORANGE COUNTY: Family of one must earn a minimum of \$15.24 per hour or \$32,177 annually. Adopted by the Santa Ana WIB on September 12, 2008.

SERVICE PROVIDER: An entity such as a CBO, an educational institution, or a commercial organization which delivers services to WIA participants under a contract.

STEM: Acronym for Science/Health, Technology, Engineering and Mathematics.

STIPENDS: Stipend payments may be used for youth participating in a variety of experiences. These payments may be based on attendance for youth participating in a work, education, and/or training experience.

STRUCTURED WORK EXPERIENCE: A competency-based educational experience that occurs at the work site but is tied to the classroom curriculum that coordinates and integrates school-based instruction with work site experiences.

SUBCONTRACT: Any compensated services performed by an individual or entity other than staff or the service provider; e.g., consultants, contracts for professional services, etc.

SUBSIDIZED WORK EXPERIENCE: A career-linked job at a public or private site in which the wages paid to an employee are financially supported by a private, state or local employment and training program.

SUPPORTIVE SERVICES: Service needed in order to assist the youth to be successful in achieving their goals. This may include transportation, childcare, work-related tools, and clothing. To the greatest extent possible program should address support service needs through leveraging of resources and partnerships with providers.

TRACKING: The Contractor, in partnership with Santa Ana W/O/R/K Center, will be responsible for tracking significant participant movement through the program. This will include entry into components, time in components and exits from components. Tracking will provide Santa Ana W/O/R/K Center, the contractor and other partners necessary management information to improve the program, as well as ensure that customers are all accounted for in the program.

VOCATIONAL TRAINING: Provides customers with long or short-term training in a community college, university, vocational school or business environment to improve employability in the local labor market. The training can provide basic skills, upgrade current skills, develop new technical skills, improve language skills and prepare customers for employment in high growth occupations.

WORK-BASED LEARNING ACTIVITIES: Activities offered which are designed to enable youth to gain exposure to the working world, acquire personal attributes, industry defined skill standards, and knowledge needed to obtain a job and advancement in employment. Activities should be designed to master progressively higher levels. Can take place at private profit, non-profit or public sector. Agencies can be paid or non-paid activities. (Note: applicable labor laws must be adhered to). Activities must be relevant to the career plan and include but are not limited to:

- Career Related Mentoring
- Community Service Learning
- Entrepreneurial Work Experience
- Internship
- Job Shadow
- Project-Based Learning
- Subsidized Work Experience and Structured Work Experience

WORK EXPERIENCE: Work experiences are planned, structured learning experiences that take place in a workplace for a limited period of time. Work experiences may be paid or unpaid. The work place may be in the private, for-profit sector, the non-profit sector, or the public sector. Work experiences are designed to enable youth to gain exposure to the working world and its requirements. These experiences should help youth to acquire the attributes, knowledge, and skills to obtain a job and advance in employment. Work experience is one of the ten required youth program elements.

WORK PLAN: That portion of the contract document which describes the work to be performed by means of specifications or other minimum requirements, quantities, performance dates and a statement of the quality expected.

WORK READINESS: Completion of one or more workforce readiness skill activities appropriate to the service plan development for the participant, which could include:

- Career Related Assessment and Goal Setting
- Pre-Employment Training
- Work Experiences/Internships
- Job Shadows
- Career Explorations
- On-the-Job Training

REFERENCE ONLY

Contract No. _____

AGREEMENT UNDER THE WORKFORCE INVESTMENT ACT

THIS AGREEMENT, made and entered into this _____ 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 ("CONTRACTOR").

W-I-T-N-E-S-S-E-T-H

Recitals:

A. CITY has been designated a Local Workforce Investment Area (LWIA) under the Workforce Investment Act of 1998, Public Law 105-220 ("the Act").

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

C. As a LWIA, CITY is entitled to receive federal funds to establish programs to prepare economically disadvantaged youths for entry into the labor market and to provide basic skills development to those individuals who are economically disadvantaged or otherwise face serious barriers to succeeding in life. One goal of California's Workforce Investment System is to provide youth with the opportunities to achieve career goals that will allow them to successfully compete in the labor market and prepare them for higher education.

D. CONTRACTOR is experienced in operating education, occupational development and employment programs for economically disadvantaged youths for entry into the labor market ("said program").

E. CONTRACTOR 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.
CONTRACTOR'S OBLIGATIONS

A. CONTRACTOR agrees to provide the following services pursuant to said program, as more specifically set forth in CONTRACTOR'S program narrative contained in "**Exhibit A**" and in the Statement of Work (**Exhibit B**), attached hereto and by this reference incorporated herein:

CONTRACTOR'S failure to provide said services may be grounds for CITY to readjust the level of payment to CONTRACTOR otherwise provided for hereinafter.

B. CONTRACTOR 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 Workforce Investment Act of 1998, Public Law 105-220.

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

D. CONTRACTOR shall provide wages and benefits to individuals who participate in the activities and services funded by this Agreement ("participants") in accordance with the standards and requirements of the Act, including Section 181 of the Act.

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

F. CONTRACTOR agrees to comply with the "Complaint Handling Procedures under the WIA", attached hereto as "**Exhibit C**" and incorporated herein as though fully set forth in 20 CFR §667.200, Subpart F. CONTRACTOR 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 CONTRACTOR. CONTRACTORS 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 CONTRACTOR from CITY, CONTRACTOR 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); 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 part 37. The United States, the State of California and CITY have the right to seek judicial enforcement of this assurance.

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

I. CONTRACTOR 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 CONTRACTOR'S services or activities, costs or other data, including but not limited to, participants' attendance, payroll records and job duty statements.

CONTRACTOR agrees to forward to the Santa Ana Work Center Administrative Office, 1000 East Santa Ana Blvd., Suite 200, Santa Ana, California 92701 a completed Workforce Investment Act Application form (WIA EWIR) and supporting documents within 45 days of application date; a complete Workforce Investment Act Enrollment/Registration form (WIA EWIE) and Workforce Investment Act Goals form (WIA EWIG) must be submitted along with the WIA EWIR; any subsequent updates to EWIE and /or EWIG must be completed within 10 days of the begin date of activity or end date of an activity; Workforce Investment Act Youth Test Scores form (WIA EYTS) within 30 days of application date; Workforce Investment Act Exit form (WIA EWIT) within 15 days of completion/termination of active enrollment of trainee; and the Workforce Investment Act Follow-Up Contact Information form (WIA EWIF) within 21 days following 30, 60, 90,180, 270, and 360 days of exit.

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 CONTRACTOR'S activities, performance, books, documents, papers, and records of CONTRACTOR subcontractors, bookkeepers and accountants, and employees and participants related to this Agreement. Such agencies or representatives shall also schedule on-site monitoring in 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 CONTRACTOR are kept. Nothing herein shall be construed to require access to any privileged or confidential information as set forth in federal or state law.

In the event CONTRACTOR does not make the above-referenced documents available within the City of Santa Ana, California, CONTRACTOR 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.

All accounting records and evidence pertaining to all costs of CONTRACTOR and all documents related to this Agreement shall be kept available at the location where CONTRACTOR 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, CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR, costs incurred and services rendered hereunder.

K. CONTRACTOR agrees to complete monthly Invoices/Voucher on CITY's Invoice/Voucher form, showing in detail the amount of money already expended by CONTRACTOR hereunder, as this is a cash reimbursement contract. Accounting records must be supported by such source documentation such as cancelled checks, paid bills, payrolls, time and attendance records, contract and subgrant award documents [29 CFR–Subpart C, Section 97.20 (b)(6)]. CONTRACTOR agrees to submit the above-stated documents to the WIB Administrative Office, 1000 East Santa Ana Blvd., Suite 200, Santa Ana, California, 92701, by the twentieth (20th) day of the month following the month in which CONTRACTOR'S services are performed. Should CONTRACTOR fail to deliver said documents to CITY, CITY shall have the option to cancel this Agreement by giving CONTRACTOR ten (10) days written notice thereof. CONTRACTOR shall either return to the CITY excess revenues over costs or use such excess revenues as program income by utilizing such program income for additional training activities authorized under the Act.

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

M. CONTRACTOR shall arrange independently for an audit that includes WIA funds received from CITY, in accordance with the Act, 20 CFR Section 667.200 and OMB Circular A-133. CONTRACTOR shall submit one original of each required audit report to CITY within (30) days after the date received by CONTRACTOR. Should CONTRACTOR fail to comply with these requirements, CITY may at its option withhold payment of funds, or disallow funds or suspend additional grant funds.

N. CONTRACTOR 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. CONTRACTOR shall comply with the provisions of Circular A-102 of the U.S. Office of Management and Budget (OMB) and the related "Common Rule" entitled "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Government", Subpart C, paragraphs 37 and 42, Circular A-128, and all other applicable federal statutes and executive orders and their implementing regulations, including regulations at 29 CFR Part 97.

P. CONTRACTOR shall comply with the requirements of federal regulations found at 29 CFR 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. CONTRACTOR shall sign a certification to that effect in a form as set forth in "**Exhibit D**," attached hereto and by this reference incorporated herein. CONTRACTOR 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 CONTRACTOR under the terms and conditions of this Agreement.

Q. CONTRACTOR agrees to provide a drug-free work place and to execute a certification as set forth in "**Exhibit E**" attached hereto and incorporated herein by this reference.

R. CONTRACTOR, 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. CONTRACTOR agrees to comply with all applicable provisions of the ACT and the federal regulations, including but not limited to the regulations found at 20 CFR part 629.

II. CITY'S OBLIGATIONS

A. CITY agrees to pay to CONTRACTOR when, if and to the extent federal funds are received under the provisions of the Act a sum not to exceed _____ for CONTRACTOR'S performance in accordance with the payment schedule attached hereto as "**Exhibit F**" during the period of this Agreement. Said sum shall be paid after CITY receives invoices submitted by CONTRACTOR as provided hereinabove.

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

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

III.
TIME PERIOD OF AGREEMENT

This Agreement shall commence on _____ and all duties arising under this Agreement shall have been performed by _____. The term of this Agreement may be extended by a writing executed by the Executive Director of the Community Development Agency and the City Attorney.

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

B. CONTRACTOR 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 CONTRACTOR maintains itself as an Equal Opportunity employer.

VI.
APPLICABLE GUIDELINES

A. The parties hereto agree that CONTRACTOR shall comply with all applicable federal and state laws and regulations, including, but not limited to the Performance Standards (**Exhibit B**) and general program requirements described in Sections 106 and 141 of the Act (29 USC Sections 1516 and 1551) 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 as part of this Agreement as though fully set forth herein.

B. CONTRACTOR also assures and certifies that:

1. CONTRACTOR acknowledges and confirms that the U.S. Department of Labor has established three (3) performance measures for all youth ages 14-21. Pending WIA reauthorization and or U.S. Department of Labor and EDD updates, CONTRACTOR agrees to implement and shall meet any additional performance measures that may be subsequently required by the Workforce Investment Act or by any other Federal, State, and local law.

2. CONTRACTOR 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, 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. CONTRACTOR shall comply with any and all federal laws limiting the political activity of employees hired under this Agreement.

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

5. RECORD INSPECTION. CONTRACTOR 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. CONTRACTOR shall maintain appropriate standards for health and safety in work and training situations.

8. CONTRACTOR shall comply with general provisions, assurances, and certifications attached hereto as "**Exhibit G**" and incorporated herein.

9. EQUAL OPPORTUNITY. Any literature distributed by CONTRACTOR 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 WIA 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, the Contractor 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. CONTRACTOR 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 CONTRACTOR by the CITY and/or purchased by the CONTRACTOR 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, CONTRACTOR will immediately return such tools and/or equipment to the CITY or dispose of them in accordance with the direction of the CITY.

12. CONTRACTOR 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 CONTRACTOR will disclose to the CITY any invention, written product, 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 CONTRACTOR. Upon written request, CONTRACTOR 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 CONTRACTOR 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 copyright-able 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 CONTRACTOR and the Workforce Investment Board (WIB) 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 CONTRACTOR purchases ownership with grant support; and (c) CONTRACTOR 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, CONTRACTOR 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 15) as any may now exist or be hereafter amended. Under these laws and regulations, the CONTRACTOR 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;
- (c) It will notify the CITY and the EPA about any known violation of the above laws and regulations.

C. CONTRACTOR agrees to adhere to the following STANDARDS OF CONDUCT:

1. **General Assurance.** Every reasonable course of action will be taken by CONTRACTOR 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. CONTRACTOR, 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.

2. **Employment of Former State or CITY Employees.** CONTRACTOR 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 years following the termination of such employment.

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

4. Conducting Business Involving Close personal Friends and Associates. Executives and employees of CONTRACTOR 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 CONTRACTOR to conduct business with a friend or associate of an executive or employee of CONTRACTOR, 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.

5. Avoidance of Conflict of Economic Interest. No executive or employee of CONTRACTOR elected official in the area, or voting or non-voting member of a WIB, 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 CONTRACTOR 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 WIB 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.

VII. HOLD HARMLESS

A. CONTRACTOR 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 CONTRACTOR, its employees or subcontractors.

B. CONTRACTOR 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 CONTRACTOR, its employees or subcontractors.

VIII. INSURANCE

1. Commercial General Liability. CONTRACTOR agrees to obtain and keep in force during the term of this Agreement a policy of comprehensive commercial public liability insurance insuring the State of California, CITY, and CONTRACTOR 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. Said policy of comprehensive public 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. Governmental entities may substitute a certificate of self-insurance.

2. Automobile Liability Coverage. CONTRACTOR shall also obtain and maintain, during the effective period of this Agreement, broad form automobile liability coverage with a \$1,000,000 limit unless reduced by CITY, which applies to both owned/leased and non-owned automobiles used by CONTRACTOR 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, CONTRACTOR 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 CONTRACTOR 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., CONTRACTOR 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. CONTRACTOR 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. CONTRACTOR shall purchase a policy or policies of insurance covering loss or damage to any and all Equipment provided to or purchased by CONTRACTOR 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. Proof of Insurance. Certificates and endorsements must be submitted and approved by CITY prior to any work under this Agreement. CONTRACTOR 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 CONTRACTORS shall be in good standing, without suspension by the California Secretary of State, Franchise Tax Board and 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, CONTRACTOR under this Agreement shall be subcontracted or assigned to any agency, consultant, or person without the prior written consent of CITY. CONTRACTOR must submit all subcontracts and other agreements that relate to this Agreement to CITY. No subcontract or assignment shall terminate or alter the legal obligations of CONTRACTOR pursuant to this Agreement.

**XI.
LAWS GOVERNING THIS AGREEMENT**

In its performance under this Agreement, CONTRACTOR 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, 20 C.F.R. Parts 652 and 660 through 671.
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, CONTRACTOR 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 CONTRACTOR 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 CONTRACTOR.

XIII. FRAUD

CONTRACTOR 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

CONTRACTOR 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 CONTRACTOR. Within twenty (20) days of receipt of such notice, CONTRACTOR 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

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, CONTRACTOR may not terminate this Agreement if undue hardship will result to any participant.

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 CONTRACTOR. 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 CONTRACTOR 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, CONTRACTOR shall act in accordance with CITY's decision unless the dispute involves a change order.

**XVII.
BREACH - SANCTIONS**

If, through any cause, CONTRACTOR violates any of the terms and conditions of this Agreement, and/or prior agreements whereby grant funds were received by CONTRACTOR pursuant to this Agreement, or if CONTRACTOR reports inaccurately or if any Audit Report makes disallowances, CONTRACTOR shall promptly remedy its acts or omissions and/or repay CITY all amounts due CITY as a result of CONTRACTOR'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 CONTRACTOR 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 CONTRACTOR has failed to repay same or a repayment schedule has not been made; and/or (3) terminate this Agreement by giving written notice to CONTRACTOR 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, WIB Administrative Office
 P.O. Box 1988 (M-73)
 Santa Ana, CA 92702

and,

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

CONTRACTOR:

**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 herein below 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.

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

ATTEST:

Clerk of the Council

APPROVED AS TO FORM:

City Attorney

BY: _____

Assistant City Attorney

CITY OF SANTA ANA, a municipal corporation of the State of California
"CITY"

By: _____

City Manager

“CONTRACTOR”

BY: _____

Executive:

Tax ID #: