

Removing Barriers to Employment Act Breaking Barriers to Employment Initiative

Request for Applications #84882

July 2019

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Section I - Overview

Introduction

In October 2017, the California Legislature approved Assembly Bill (AB) 1111, Removing Barriers to Employment Act (Statutes 2017, chapter 824), which established the Breaking Barriers to Employment Initiative to be administered by the California Workforce Development Board (CWDB). The purpose of the Breaking Barriers to Employment Initiative is to create a grant program that provides individuals with barriers to employment the services they need to enter, participate in, and complete broader workforce preparation, training, and education programs aligned with regional labor market needs.

In July 2018, the California Legislature approved <u>Senate Bill (SB) 856 (Budget and Fiscal Review, Stats. 2018, ch. 30)</u>, which appropriated state general funds to implement the Removing Barriers to Employment Act. In addition, the <u>Supplemental Report of the 2018-19 Budget Act</u> requires CWDB to submit interim and final reports to the California Legislature, summarizing in the aggregate, the outcome data collected pursuant to Unemployment Insurance Code (UIC) section 14033, including any available information on the following:

- The ability of the grantees to provide the services proposed in the grant to the number of individuals specified in the grant as evidenced by, among other things, whether the grantee completed the work proposed.
- The ability of the individuals to successfully complete relevant programming funded under the grant as demonstrated by relevant measures directly related to the purpose of the program.
- The ability of the individuals to transition into or be integrated into the broader workforce and education system, as evidenced by enrollment in relevant programs.
- The ability of the individuals to succeed in both the broader workforce and education system, and the labor market once they transition into the broader system. This shall be measured by tracking these individuals utilizing the existing performance monitoring systems and metrics governing relevant programs and outcomes once they transition into the broader system.
- Additional data by workforce region: the number of individuals served under the initiative and the number served who qualified under each target population as specified in section 14034 of the UIC.

The CWDB is pleased to announce the availability of approximately \$11,000,000 to coordinate and align services provided by community-based organizations (CBOs) with local workforce development boards for individuals who face the greatest barriers to employment in California.

Of the \$11,000,000, up to \$700,000 will be allocated to fund Technical Assistance (TA) and Evaluation activities.

The CWDB is interested in funding projects that advance the goals of its Strategic Plan and build workforce system infrastructure and capacity through:

- **Collaboration** among partners in the development of service delivery strategies and alignment of resources to ensure the success of individuals either preparing to enter or already enrolled in workforce and education programs.
- **Innovation** that adapts existing approaches or accelerates the application of promising practices in workforce development and skill attainment.
- **System change** that utilizes these funds to incentivize adoption of proven strategies and innovations that are sustained beyond the grant period.

It is anticipated that the lessons learned and best practices achieved through this grant can be replicated across the state and shared with California's workforce system stakeholders to sustain change and improvements in the workforce.

Breaking Barriers to Employment Initiative Intent

- To supplement and align services provided by CBOs with the broader workforce and
 education system in California. The initiative is not intended to duplicate or replicate existing
 programs or to create new workforce and education programs, but rather to provide
 supplemental funding, services, and support to ensure the success of individuals either
 preparing to enter or already enrolled in workforce and education programs operating under
 the policy vision and the state plan.
- To provide individuals with barriers to employment the services and support they need to be successful in entering, participating in, and completing broader workforce preparation, training, and education programs aligned with pathways to target industry sectors identified in the Regional Plan¹. Those who complete these programs should have the skills and competencies necessary to successfully enter the labor market, retain employment, and earn wages that lead to self-sufficiency, and eventually, economic security.
- To deliver services through collaborative partnerships between mission-driven CBOs and local workforce development boards to strengthen the America's Job Center of California system.
 - The role of the CBO is to use their expertise in working with targeted populations and employers to ensure that individuals from these targeted populations receive the necessary supplemental, supportive, remedial, and wrap-around services they need to successfully enter, participate in, and complete workforce and education programs in order to enter, be retained, and advance in the labor market.

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¹ For information on the Region Plan, visit the 2017 Regional Plan website.

 The role of the local workforce development board is to ensure a connection between CBOs and the America's Job Center of California system, as well as with target industry sectors to integrate individuals served by CBOs under this initiative into the broader workforce system for employment.

Technical Assistance and Evaluation

Technical Assistance

Technical Assistance will be need-based with critical components including 1:1 project coaching, conference calls, webinars, virtual and in-person communities of practice, and other supportive activities as needed. Technical Assistance will also help identify best practices and lessons learned from the field for topic-based and policy papers and work alongside CWDB to support the evaluation.

Evaluation

In an effort to evaluate the implementation and outcomes of the Breaking Barriers to Employment Initiative, the evaluation component will focus on grantee programs to quantitatively and qualitatively analyze effectiveness and lessons learned through the use of data collection, interviews, focus groups, surveys, etc. The Evaluation Provider will work closely with the Technical Assistance Provider and the CWDB evaluation staff to ensure proper frameworks are in place for evaluation. This includes finalizing project scope, research design, interview protocols, surveys, etc. Evaluators will work with CWDB staff to draft the mandated interim and final reports to the legislature.

Section II - Eligibility and Reporting Requirements

Eligible Applicants

Joint lead applicants must be a collaborative partnership between a mission-driven CBO with a history of experience providing services to the target population(s) specified <u>and</u> a local workforce development board. If multiple local workforce development boards and CBOs jointly apply, the application must identify one lead local board and one lead CBO. Between the two lead organizations, identify the lead applicant who will act as the fiscal agent.

Organizations and institutions that are not classified as either a non-profit CBO or a local workforce development board must partner with a local workforce board and CBO who submit the application to participate.

Signed Memorandum of Understanding (MOUs) between lead applicants is required.

Applicants must clearly

- Explain the CBO's capacity to provide services to relevant target populations and provide evidence of this capacity (UIC § 14032(c)(4)).
- Designate one or more target populations that will be served (UIC § 14032(d)(2)).
- Identify the proposed service area and notify all local boards within that service area (UIC § 14032(d)(3).
- If applicable, explain how the program integrates individuals from target populations into career pathways of target industry sectors identified in the Regional Plan. Discuss pathways to advancement into a quality job that includes sustainable living wages, healthcare benefits, and/or retirement.

Technical Assistance and Evaluation: eligible applicants include local workforce development boards, labor organizations, K-12 education entities, community colleges, adult schools, county social service agencies, CBOs, business-related non-profit organizations, and workforce intermediaries.

Target Populations

Applicants may propose projects that address more than one of these populations. However, awardees must be able to document benefits specific to each proposed targeted population. Populations eligible to be served by the grant include, but are not limited to, all of the following:

- Youth who are disconnected from the education system or employment
- Women seeking training or education to move into nontraditional fields of employment
- Displaced workers and long-term unemployed
- Unskilled or under-skilled, low-wage workers
- Persons for whom English is not their primary language
- Economically disadvantaged persons
- CalWORKs participants
- Persons who are incarcerated and soon to be released or formerly incarcerated
- Armed services veterans
- Native Americans
- Migrants or seasonal farmworkers
- Persons with developmental or other disabilities
- Any other population with barriers to employment identified in <u>subdivision (j) of section</u>
 14005 of the <u>Unemployment Insurance Code</u>
 - a) Displaced homemakers

- b) Indian, Alaska Natives, and Native Hawaiians, as those terms are defined in title 29 United States Code section 3221
- c) Homeless individuals, as defined in title 42 United States Code section 14043e-2(6), or homeless children and youths, as defined in section 11434a(2) of title 42 of the United States Code
- d) Youth who are in, or have aged out of, the foster care system
- e) Individuals within two years of exhausting lifetime eligibility under part A of title IV of the Social Security Act (42 U.S.C. § 601 et seq.)
- f) Single parents, including single, pregnant women
- g) Transgender and gender nonconforming individuals
- h) Any other groups as the Governor determines to have barriers to employment
- Immigrants
- Persons over 50 years of age who need retraining for in-demand skills

Eligible Activities

Eligible activities of grant funds include, but are not limited to:

- Basic skills and adult education
- Earn and learn training
- English language improvement training
- High school diploma and GED acquisition
- Industry certifications
- Mentoring
- On-the-job training
- Other remedial education and work readiness skills
- Pre-apprenticeship programming offered in a manner that is consistent with the requirements of <u>section 14230 of the Unemployment Insurance Code</u>, regardless of whether the pre-apprenticeship program funding source includes California Workforce Innovation and Opportunity Act (WIOA) funds
- Skills and vocational training that are aligned with regional labor market needs identified as part of the WIOA regional planning process
- Stipends for trainees
- Supportive services under the WIOA
- Work experience
- Activities undertaken pursuant to subdivision (d) of section 14033 of the Unemployment

Insurance Code

 Activities may include technical assistance activities, including, but not limited to, the convening of communities of practice to identify and help replicate evidence-based practices and to help facilitate an assessment and evaluation of grant performance and initiative success.

Technical Assistance: eligible activities include but are not limited to:

- **Team Building**: facilitation and/or guidance of strong Project Team engagement for Breaking Barriers grantees.
- Knowledge Sharing: facilitate in-person Community of Practice meetings and web-based
 communities to guide the Breaking Barriers grantees through the process of developing
 their project and to encourage peer-to-peer engagement and learning. Coordinate
 training for grantees on topics such as design, method, and other Breaking Barrierstailored subjects. Develop traditional or innovative methods of sharing promising
 practices with the workforce community.
- **Course Correction**: identify when project goals, deliverables, and outcomes are not being met and provide guidance to the Breaking Barriers grantees in the examination of alternative methods to accomplish their project goals.
- **Sustainability**: provide guidance and assistance in developing sustainability plans to ensure that Breaking Barriers projects result in strategies that continue the work of the projects beyond the grant period.
- Additional Activities: as proposed by the applicant.

Evaluation: eligible activities include but are not limited to:

- **Developing Framework:** in coordination with CWDB staff, to finalize project scope, research design, interview protocols, surveys, etc.
- Surveys, Questionnaires, Interviews and Focus Groups: can be administered online, on paper, in person, or over the phone.
- **Reporting:** Regular check-in meetings with CWDB evaluation and program staff, and work with CWDB staff to draft the mandated interim and final reports to the legislature.
- Additional Activities: as proposed by the applicant.

Program Requirements

Oversight, Coordination, and Technical Assistance

The CWDB program managers and analysts will provide day-to-day oversight of each grant, high-level strategic direction, and technical assistance. The CWDB is committed to using this grant program to implement continuous improvement, innovation, and system change strategies related to serving the barriers to employment population.

Technical Assistance and Evaluation

Technical assistance will be provided to all grantees. Communication will flow through the project lead, with the expectation that partners are coordinated and encouraged to participate in technical assistance activities.

Grantees must work with the identified third-party evaluator. The third party evaluator will conduct an evaluation of the Breaking Barriers to Employment projects. Grantees should expect to interact and provide the evaluator with information to assist with the evaluation.

Participation in technical assistance and evaluation activities is required; the extent of activities is to be determined.

Learning Community/Community of Practice

The Learning Community, also known as the Community of Practice, is a forum for grantees, staff, partners, and other key system stakeholders to share information with the opportunity to solve problems and prioritize challenges to be addressed through dialogue and proactive thinking.

Through the Community of Practice, grantees and their program partners are expected to access peer and expert technical assistance, share successful program models, and coordinate performance criteria and evaluation activities. The CWDB will convene at least two in-person meetings during the 18 month grant period, at least one of which will take place in Southern California and one in Northern California. In addition, there will be a series of virtual learning community meetings, webinars, and conference calls. Applicant's budget should include travel for project teams to attend the in-person meetings.

Performance

Applicants are required to include program performance goals, targets, deliverables, and evaluation metrics that fit the target population. Applicants shall discuss the success of the existing program and explain how the grant will further contribute to the success of the program. This discussion helps establish a baseline for future success and should be informed by data-driven analysis. It is encouraged that the data driven analysis supports and aligns with the goals of the proposed project. Performance shall be outlined on a monthly, quarterly, and annual basis to capture progress towards meeting goals for the program and the reporting requirements for the initiative.

CWDB may review and revise the performance criteria with each grantee.

Once a participant is eligible and enrolled in WIOA, WIOA performance outcomes apply. To view the WSD19-03 *Performance Guidance for WIOA Title I and III Programs*.

Program Evaluation and Reporting Requirements

Grantees shall track and enter all relevant program data into CalJOBS. A single entity shall be identified in the narrative proposal and MOU to be responsible for ensuring all program data is

captured in a timely manner and that data is to every extent feasible, complete and accurate. The CWDB will issue a follow-up directive which will provide more specific information on the required data collection and reporting procedures. That directive will be released prior to the issuance of grant funds.

CalJOBS will be the primary reporting tool for data entry, supported by quarterly narrative reports collected by the CWDB. Grantees are required to submit quarterly narrative reports to the CWDB. The quarterly narrative reports are a critical element in the CWDB's monitoring and oversight process.

Each grant will be evaluated using the following criteria:

- 1. Ability to provide the services proposed in the grant to the number of individuals specified in the grant as evidenced by, among other things, whether the grantee completed the work proposed.
- 2. Ability of individuals to successfully complete relevant programming funded under the grant as demonstrated by relevant measures directly related to the purpose of the program.
- 3. Ability of individuals to transition into or be integrated into the broader workforce and education system as evidenced by enrollment in relevant programs.
- 4. Ability of individuals to succeed in both the broader workforce and education system and labor market once they transition into the broader system. This shall be measured by tracking these individuals utilizing the existing performance monitoring systems and metrics governing relevant programs and outcomes once they transition into the broader system.
- 5. Ability to collect and report the number of individuals served under the initiative.
- 6. Ability to collect and report the number of individuals served who qualified under each eligibility category, as specified in section 14034 of the California Unemployment Insurance Code.
- 7. Success in the alignment of partnership(s) between the local board(s), CBO(s), and the broader workforce system and target industry sectors as evidenced by the flow of services for participants. The flow of services shall be outlined in the Participant Service Delivery Flow Chart displaying the services to be provided to the participant before entering and closing of the project.

Sustainability

In addition to the funds provided through the grant described in this RFA, applicants are encouraged to include narrative detail on intended strategies for pursuing additional funds to sustain the local workforce development board/CBO partnerships beyond the life of the RFA's grant term.

Section III - Funding

Funding under this RFA will be provided through the Breaking Barriers to Employment Initiative. All awards are subject to the availability of appropriated funds and to any modifications or additional requirements that may be imposed by law. The CWDB reserves the right to adjust the total number, duration and amount of each grant award based upon the availability of funds. Funding is available for projects that address the needs of the target populations and project activities outlined in this solicitation.

Grant Award

The minimum grant award is \$150,000 and the maximum grant award is \$500,000 per application. The CWDB will consider an amount outside of the grant award range if a proposal can justify the request.

Technical Assistance and Evaluation: The grant award for Technical Assistance application is \$400,000 and the grant award for Evaluation application is \$300,000.

Cash or In-Kind Match Requirement

Applicants are required to demonstrate a dollar-for-dollar cash match or an in-kind match. For an in-kind match, non-cash resources must be given a monetary amount that is equivalent to one-on-one cash match. Cash or in-kind match is not required for *Technical Assistance and Evaluation* applicants.

For the purpose of this RFA, the definition of cash match is a contribution of funds made available to the applicant to be used specifically for project activities and must be consistent with the allowable activities of the fund source. The definition of in-kind match is a contribution of non-cash resources used specifically for project activities.

Significant Dates

Event	Date*
RFA Release	July 12, 2019
Application Workshop	July 24, 2019

Event	Date*
Q&A	Accepted and posted weekly to the CWDB website throughout the grant application period. All questions must be submitted prior to the final posting date.
All Applications Due	August 26, 2019 (by 3:00 PM PST)
Award Announcement	October 2019
Grant Period	January 1, 2020 – June 30, 2021 Grant activities may not start and expenditure may not incur prior to date of contract execution.

^{*}All dates after the final application submission deadline may be adjusted, without addendum to this RFA.

Application Workshop

Prospective applicants are invited, but not required, to attend the Application Workshop. The purpose of the workshop is to answer technical questions from prospective applicants and provide clarity regarding the RFA instructions. Questions will be taken during the Application Workshop via the chat feature and will be posted on the CWDB website. Any verbal communication with the CWDB concerning this RFA is not binding on the State and shall in no way alter a specification, term, or condition of the RFA. Workshop details and RSVP will be posted on the CWDB website with the release of this RFA.

Section IV - Application Submission Instructions

This RFA contains the requirements that applicants must meet in order to submit a responsive application. The RFA provides information regarding the format in which applications must be submitted, the documents to be included, the requirements that must be met to be eligible for consideration, and the applicant's responsibilities.

The following are incorporated by reference as part of this RFA:

- GTC 04/2017 General Terms and Conditions for all contracts except for Interagency Agreements
- CCC 04/2017 Contractor Certification Clauses

These documents can be found on the Department of General Service's website.

A. Application Deadline

The deadline for applications is August 26, 2019 at 3 PM Pacific Standard Time.

Late applications will not be accepted.

B. Application Delivery Method and Address

Applications must be submitted electronically to:

CWDBInfo@cwdb.ca.gov

All applications must be submitted in one .ZIP File containing all required forms* and using the following naming convention:

Barriers ApplicantsOrganizationName

*No PDFs except for cover page with original signatures.

Please use "Breaking Barriers Application" in the subject line.

C. Application Questions

Questions regarding this RFA shall be sent via email to:

CWDBInfo@cwdb.ca.gov

Please use "AB1111 Initiative Q&A" in the subject line for all application/RFA related questions.

Cumulative questions and answers will be posted to the CWDB website under the Initiatives tab on a weekly basis throughout the grant application period. It is the applicant's responsibility to check the initiative webpage for the latest questions and answers.

Please review the Questions and Answers from the Regional Stakeholder meetings. It is posted on the Breaking Barriers to Employment Initiative page on the CWDB website.

Section V - Application Requirements, Evaluation, and Award

Application Requirements

All applications must adhere to the requirements in order to be competitive, and must include all of the requested information, completed forms, and required attachments. The application must meet all requirements listed in this section. Applications that do not adhere to these requirements will not be reviewed or considered for funding.

All applicants must submit the required forms and attachments. These include:

Form and Description	Form Provided	Grant Required	TAE Required
Cover Page/Cover Page TAE	YES	YES	YES
Form 1/1A: Project Narrative & Project Team Description	YES	YES	YES
Form 2: Budget Summary	YES	YES	YES
Form 3: Budget Narrative	YES	YES	YES
Form 4: Contracts	YES	YES	YES
Form 5: Work Plan	YES	YES	YES
Form 6: Project Matrix	YES	YES	NO
Form 7: Workers' Compensation Certification	YES	YES	YES
Form 8: Contractor Certification Clauses	YES	YES	NO
Form 9: Darfur Contracting Act Certification (if applicable, see form for details)	YES	YES	YES
Form 10: Bidder Declaration (if applicable)	YES	YES	YES
Form 12: Roles and Responsibilities	YES	YES	NO
Proof of Registration with the California Secretary of State's Office (if applicable)	NO	YES	YES
Partnership Agreement Letter/MOU (for a sample template, see Appendix B)	NO	YES	NO
Participant Service Delivery Flow Chart	NO	YES	NO

Application Evaluation and Scoring

Applications will be reviewed and scored by teams of independent reviewers based on the Evaluation rubrics as described in Table 1 and Table 2. The scoring value of each section of this RFA is also included in Table 1 and Table 2.

TABLE 1 – APPLICATION RUBRIC: BREAKING BARRIERS TO EMPLOYMENT INITIATIVE - PROGRAM

Section	Description	Points
Framework	 Provide an outline of the project and the project objectives: strategies, outputs and outcomes (what will the project do), performance measures (how will success be measured), and timeline. 	20
	 Discuss the success of the existing project and explain how the grant funds will further contribute to the success of the project. 	
	 Explain how your proposed project will provide individuals with barriers to employment the services they need to enter, participate in, and complete broader workforce preparation, training and education programs, and, ultimately, to obtain employment. 	
	 Describe the specific purpose of the grant funds and how the grant funds will be used. If the requested amount is out of the grant award range, justify why the amount is needed for your proposal. Discuss how grant funds will be allocated among the applicants (local workforce development board(s) and CBO(s)) based on the roles and responsibilities of each organization. Include the grant amount allocated to each organization. 	
	 Up to five bonus points may be awarded to an application that integrates individuals from target population(s) into career pathway programs of target industry sectors as identified in the Regional Plan. Discuss pathways to advancement that include sustainable living wages, healthcare benefits, and/or retirement. 	
	 Complete and attach Form 5 – Work Plan. 	
	Complete and attach Form 6 – Project Matrix.	
Target Population	 Describe the target population(s) to be served for your proposed project. Identify the neighborhoods, local jurisdiction, or region that the project will serve. Which target population(s) will the project serve? How many individuals from each proposed target population to serve? 	20

Section	Description	Points
Services Provided	 Describe the service(s) to be provided for your proposed project. Identify and describe the service(s) the project will provide. For each proposed service, identify the number of individuals to serve within the proposed target population(s). Explain how your proposed project will complement the work of and integrate the individuals being served with the broader workforce, education, and employment system within the proposed service area. 	20
	 Explain how your proposed project will incorporate proven strategies or practices for service delivery that will lead to improved outcomes, sustainability, and systems improvement. Describe how your proposed project will ensure those who complete the service(s) will have the skills and competencies necessary to successfully enter the labor market, retain employment, and earn wages that lead to self-sufficiency, and eventually, economic security. 	
	 Complete and attach a Participant Service Delivery Flow Chart. Chart should display the services to be provided to the participant before entering and the closing of the project that includes the proposed services in your application. 	
Partnership/ Project Team	 Describe the process for reaching out and establishing partnership. What efforts did the local workforce development boards make to partner with CBOs they have not worked with before? What efforts were made by CBOs to reach out to local workforce development boards? If an established partnership, what is the history of working together? Which local workforce development boards within the proposed geographic area were notified of your intent to apply? Include documentation that demonstrates the lead local workforce development board and lead CBO have agreed to the joint application, including designation of the lead applicant who will act as the fiscal agent. Identify the organization who will be responsible for entering data into CalJOBS and assuring data capture is timely and accurate. See MOU sample in Appendix B, page 34. 	20

Section	Description	Points	
Partnership/ Project Team Continued	 Identify and describe the roles and responsibilities of each organization involved in the program design, implementation, and delivery of services. Describe the experience of the CBO(s) serving the target population(s) and provide evidence of this capacity. This may include but are not limited to: number of years (experience), number of individuals served, success, geographical reach, and any prior connection to the greater workforce system. 		
	 List and describe each of the project team members representing each organization and their roles and responsibilities. 		
	 Include the dollar-for-dollar cash match or in-kind match from each organization. If your project includes in-kind match, describe the contribution of the non-cash resources used specifically for the project activities and assign a monetary amount that is equivalent to one-on-one cash match. 		
	 Complete and attach Form 12 – Roles and Responsibilities. 		
Data Collection and Evaluation	 Describe proposed data collection methods and reporting procedures. How will those procedures ensure that the outcomes of individuals with barriers to employment in the region are tracked in accordance with the performance reporting required? Outlined in AB 1111 and Supplemental Report of the 2018-2019 Budget Act. 	10	
Sustainability	 Describe the elements or strategies to sustain the project beyond the grant term. 	5	
	 Describe the innovative approaches the project will use to draw funds from existing realignment or other sources. 	5	
Budget	Complete and attach Form 2 – Budget Summary.		
	 Complete and attach Form 3 – Budget Narrative. 		
	Complete and attach Form 4 – Contracts.		
	Total Possible Points	100	

TABLE 2- APPLICATION RUBRIC: BREAKING BARRIERS TO EMPLOYMENT INITIATIVE - TECHNICAL ASSISTANCE AND EVALUATION

Section	Description	Points
Project Narrative	 For Technical Assistance: Provide an overview of the technical assistance activities and support the Breaking Barriers grantees will receive. 	50
(Respond to either the Technical Assistance section or the Evaluation section but not both)		
		1

Section	Description	Points
Project Team	 Identify the individuals and organizational affiliation represented on the Project Team. 	40
	 Describe each team member's experience and qualifications in regards to working with the broader workforce system including local workforce development boards, CBOs, training providers, and workforce intermediaries. 	
	 Describe the function or activities each team member will provide in the project. 	
	Complete and attach Form 12 – Roles and Responsibilities.	
Budget	Complete and attach Form 2 – Budget Summary.	10
	 Complete and attach Form 3 – Budget Narrative. 	
	If applicable, complete and attach Form 4 – Contracts.	
	Total Possible Points	100

Recommendation for Funding

The final scores will be ranked highest to lowest and will serve as the primary basis for making recommendations for funding in conjunction with other factors such as geographic distribution of funds and populations served.

Only those applications deemed to be meritorious and in the best interests of the CWDB will be recommended for funding. The CWDB reserves the right to make additional awards to applications not initially funded through this RFA, should additional funding become available.

Grantee Orientation Process

Following the start of the grant period, the CWDB staff will conduct a Grantee Orientation webinar. The purpose of this mandatory orientation is to review the program requirements, invoicing and budget modification processes, data collection, and reporting requirements, as well as other grant management and monitoring activities.

Rejection of Application

The CWDB reserves the right to waive any immaterial deviation in an application; however, the waiver of an immaterial deviation in an application shall in no way modify the document or excuse the successful Applicant from full compliance with the application requirements after the contract is awarded.

An application shall be rejected and deemed non-responsive for any of the followings:

- Received at any time after 3 PM Pacific Standard Time on August 26, 2019;
- Incomplete or fails to meet the RFA specifications;

- The application contains false or misleading statements or references which do not support
 an attribute or condition contended by the Applicant. The application shall be rejected if,
 in the opinion of the CWDB, such information was intended to erroneously mislead the
 State in its evaluation of the application;
- The Applicant has received a substantive negative contract evaluation from the State of California;
- The Applicant has had a contract with the State of California canceled due to failure to comply with the Drug-Free Workplace Act of 1990;
- It is found that the Applicant is not responsible (e.g., has not paid taxes, has no business license, has submitted an application when license is subject to suspension on the date of the application opening and/or award of the contract, or during the proposed term of the agreement, submitted an application without an authorized signature, falsified any information in the application package, or has provided poor performance on a previous contract with the CWDB, etc.); or,
- It is found, upon license verification with the Contractor's State Licensing Board that an Applicant's license is subject to suspension on the date of the application opening and/or award of the contract, or during the proposed term of the agreement.

Debriefing

Written debriefing of the evaluation results will not be provided to unsuccessful applicants. Oral debriefings may be provided at the CWDB's discretion.

Disposition of Application

- 1. All materials submitted in response to this RFA will become the property of the CWDB, and as such, are subject to the Public Records Act (Gov. Code, § 6250, et seq.). The CWDB will disregard any language purporting to render all or portions of any application confidential.
- 2. After applications are evaluated and the notices of intent to award have been posted, all applications shall be available for public inspection. However, the contents of all applications, draft RFAs, correspondence, agenda, memoranda, working papers, or any other medium which discloses any aspect of an Applicant's application shall be held in the strictest confidence until the award is made. The CWDB shall hold the content of all working papers and discussions relating to an application confidential indefinitely unless the public's interest is best served by disclosure because of pertinence to a decision, agreement, or the evaluation of an application. An applicant's disclosure of this subject is a basis for rejecting an application and ruling the applicant ineligible to participate further in the process.
- 3. The CWDB may return an application to an Applicant upon written request after the conclusion of the bid process.

S	TANDARD AGI	REEMENT	AGREEMENT NUMBER		PURCHASING AUTHORITY NUM	BER (If App	plicable)	
	D 213 (Rev. 10/2018)	ntored into hoteroon the Contracting Ag	on ay and the Contractor named b	alau.				
_	1. This Agreement is entered into between the Contracting Agency and the Contractor named below:							
	CONTRACTING AGENCY NAME							
_		e Development Board (CWDB)						
	ONTRACTOR NAME Juccessful Respond	dant						
	•							
_	The term of this Agr	eernent is:						
	ART DATE Ily 1, 2019							
_	ROUGH END DATE							
	nuary 1, 2021							
_	-	unt of this Agreement is:						
4.	The parties agree to	comply with the terms and conditions o	f the following exhibits, which are	by this re	ference made a part of the Ac	reement.		
_	EXHIBITS		TITLE				PAGES	
_	Exhibit A	Scope of Work						
	Exhibit B	Budget Detail and Payment Provisions						
	Exhibit C *	General Terms and Conditions						
+	Exhibit D*	Special Terms and Conditions						
+	Exhibit E*	Request for Application (RFA)						
+	Exhibit F*	Contractor's Response to RFA						
Ite	I ms shown with an ast	l terisk (*), are hereby incorporated by referen	ce and made part of this agreement	as if attach	ned hereto.			
Th	ese documents can be	e viewed at www.dgs.ca.gov/ols/resources/s	tandardcontractlanguage.aspx					
IN	WITNESS WHEREO	F, THIS AGREEMENT HAS BEEN EXECUTE	D BY THE PARTIES HERETO.					
			CONTRACTOR					
C	ONTRACTOR NAME (if o	other than an individual, state whether a corpo	oration, partnership, etc.)					
C	ONTRACTOR BUSINESS	ADDRESS		СПУ		STATE	ZIP	
PF	RINTED NAME OF PERSO	ON SIGNING		TITLE				
C	ONTRACTOR AUTHORIZ	ZED SIGNATURE		DATE SIGN	ED			
			STATE OF CALIFORNIA					
CC	NTRACTING AGENCY	NAME						
Ca	ilifornia Workforce	e Development Board						
CC	NTRACTING AGENCY	ADDRESS		СПУ		STATE	ZIP	
_	00 Capitol Mall, Su			Sacram	ento	CA	95814	
	INTED NAME OF PERSO	ON SIGNING		TITLE				
_	ura, Caputo			<u> </u>	ions Manager			
CC	NTRACTING AGENCY	AUTHORIZED SIGNATURE		DATE SIG	NED			
CA	LIFORNIA DEPARTMEN	NT OF GENERAL SERVICES APPROVAL		EXEMPTION	ON (If Applicable)			
_								

Exhibit A - Sample Agreement

Scope of Work

- This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as CWDB, and XXXXXXXXXXX, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with Request for Applications (RFA) No. 84882.
- 2. The project representatives during the term of this agreement will be:

STATE AGENCY CONTRACTOR

California Workforce Development Board

Attn: Laura Caputo

800 Capitol Mall, Suite 1022

Sacramento, CA 95814

Phone: (916) 653-3698

Exhibit B - Sample Standard Agreement

Budget Detail and Payment Provisions

This is a cost reimbursement Agreement. Under no circumstances can the State pay for services provided prior to the start date or the final approval of the State, whichever is later. Final approval occurs when all parties have signed the Agreement, with the latest signature date being the date of final approval.

A. Invoicing and Payment

- For services satisfactorily rendered and upon receipt and approval of the invoices, CWDB
 agrees to compensate the Contractor in accordance with Attachment B-1, Budget
 Summary. The total amount of this Agreement shall not exceed XXXX Dollars and XXXX
 Cents.
- 2. Invoices shall be submitted monthly in triplicate, in arrears, and must reference the following:
 - The EDD/CWDB Contract Number
 - Identifies services provided, service period, unit price (i.e., hourly, monthly), and quantity applicable to the service
 - Accurate billing address as stated on the purchase order or contract
 - Supplier invoice date
 - Company name and remittance address

Invoices shall be remitted to:

California Workforce Development Board Attn: Chan Saechao 800 Capitol Mall, Suite 1022, MIC 45 Sacramento, CA 95814

3. The Grantee is responsible for ensuring that invoices submitted to EDD claim actual expenditures for eligible project costs under **Attachments B-1 and B-2**. The Grantee shall, upon demand, remit to EDD any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.

B. Budget Contingency Clause

It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

This Agreement is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Agreement for the purposes of this program. In addition, this Agreement is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Agreement in any manner.

The parties mutually agree that if the Congress and/or Legislature do not appropriate sufficient funds for the program, this agreement shall be amended to reflect any reduction in funds.

The CWDB has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

C. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code § 927, et seq.

D. Withholding of Grant Disbursements

- The CWDB and EDD may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of required reports and data.
- The CWDB and EDD will not reimburse the Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently discovered to be ineligible, CWDB and EDD may either withhold an equal amount from subsequent payments to the Grantee or require repayment of an equal amount to the state by the Grantee.
- 3. In the event that grant funds are withheld from the Grantee, the CWDB's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the situation leading to the withholding.

ATTACHMENT B-1 BUDGET SUMMARY OF SAMPLE STANDARD AGREEMENT

	Budget Line Item	Admin*	In-House	Contracted	Grant Total	Leveraged Amount	Total Funds	Source of Leveraged Fund	Type of Leveraged Fund
1	Staff Salaries and Fringe Benefits				\$0.00		\$0.00		☐ Cash ☐ In-Kind
2	Staff Travel				\$0.00		\$0.00		Cash In-Kind
_	Operating Expenses				¥ 0.00		******		Casii Li II-kind
	Facilities Rent				\$0.00		\$0.00		☐ Cash ☐ In-Kind
	Office Supplies				\$0.00		\$0.00		Cash In-Kind
	Communications				\$0.00		\$0.00		Cash In-Kind
	Other				\$0.00		\$0.00		Cash In-Kind
4	Equipment Purchases	& Furniture							
	Purchases				\$0.00		\$0.00		☐ Cash ☐ In-Kind
	Leases				\$0.00		\$0.00		☐ Cash ☐ In-Kind
5	Instructional Materials and Supplies				\$0.00		\$0.00		Cash In-Kind
6	Tuition Payments/Vouchers				\$0.00		\$0.00		☐ Cash ☐ In-Kind
7	Training Costs				\$0.00		\$0.00		☐ Cash ☐ In-Kind
8	Work Experience Wages - WEX				\$0.00		\$0.00		☐ Cash ☐ In-Kind
9	Supportive Services				\$0.00		\$0.00		☐ Cash ☐ In-Kind
10	Indirect Costs*				\$0.00		\$0.00		Cash In-Kind
11	Other Program Services				\$0.00		\$0.00		☐ Cash ☐ In-Kind
	Budget Total	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		

	Total Cost	Percentage
Admin & Indirect Costs Total*	\$0.00	#DIV/0!
Program Total	\$0.00	#DIV/0!
Budget Total	\$0.00	#DIV/0!

ATTACHMENT B-2 BUDGET NARRATIVE OF SAMPLE STANDARD AGREEMENT

	Budget Line Item 1 - Staff Salary and Fringe Benefits Charged to Project							
	Job Titles of Staff	Salaries	Fringe Benefits	Benefits %	Total			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
					\$0.00			
	Subtotal	\$0.00	\$0.00		\$0.00			
	Budget Line Item	ı	Budget Amount					
2	Staff Travel							
3	Operating Expenses							
	Facilities Rent							
	Office Supplies							
	Communications							
	Other							
4	Equipment Purchases & Furni	ture						
	Purchases							
	Leases							
5	Instructional Materials and							
	Supplies							
6	Tuition Payments/Vouchers							
7	Training Costs							
8	Work Experience Wages - WEX							
9	Supportive Services							
10	Indirect Costs							
11	Other Program Services							
	Total Budget Amount of Awarded Fund \$0.00							

Exhibit D - Special Terms and Conditions of Sample Standard Agreement

1. Subcontractors or Subgrantees

Nothing contained in this Agreement or otherwise, shall create any contractual relationship between CWDB and any subcontractors or subgrantees, and no subcontract or subgrant shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to CWDB for the acts and omissions of its subcontractors or subgrantees and of persons either directly or indirectly employed by the Contractor. The Contractor's obligation to pay its subcontractors or subgrantees is an independent obligation from CWDB's obligation to make payments to the Contractor. As a result, CWDB shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

2. Termination Clause

This Agreement may be terminated by CWDB for any reason by giving written notice 30 days prior to the effective date of such termination.

3. Advance Work

This is a cost reimbursement Agreement. Under no circumstances can the State pay for services provided prior to the start date or the final approval of the State, whichever is later. Final approval occurs when all parties have signed the Agreement, with the latest signature date being the date of final approval. Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

4. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitutes default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods and other natural disasters such that performance is impossible.

5. Workforce Innovation and Opportunity Act

Contractor agrees to conform to nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Parts 37 and 38.

6. Disputes

If the Grantee disputes an action of CWDB and/or EDD in the administration of this Grant Agreement, the Grantee may appeal to the CWDB's Executive Director or designee. Such appeals shall be filed within 30 calendar days of the notification from Grantee of such dispute. The appeal shall be in writing and 1) state the basis for the appeal, 2) state the action being

requested of the Executive Director, and 3) include any documentation relating to the dispute.

The CWDB's Executive Director will review the correspondence and related documentation and render a decision of the appeal within 30 calendar days, except in those cases where the Grantee withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the Grantee and the Executive Director.

7. Duty to Cooperate

Contractor shall cooperate with CWDB and EDD with regard to the performance of this agreement.

8. Date Requests

Contractor shall cooperate with CWDB and/or EDD to provide timely responses to any requests for data and/or reports the Legislature and/or CWDB deems necessary for the evaluation of the grant program. Such data may include individual program participant data. Contractor further understands and agrees that this data will be shared with the Legislature and other stakeholders. The Legislature may request data and/or reports at any time.

- 9. Contractor is responsible for the project activities identified in the original Grant Application submitted to CWDB and EDD, which is attached to and made a part of this Agreement. Review and approval by CWDB and EDD is solely for the purpose of proper administration of grant funds by EDD and shall not be deemed to relieve or restrict the Contractor's responsibility.
- 10. Contractor shall fulfill all assurances, declarations, representations, and statements made by the Contractor in the Grant Application, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- 11. Contractor agrees to procure all permits, resolutions, and/or licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of project work.

12. Travel Clause

The travel and per diem shall be set in accordance with California Department of Human Resources for comparable classes and that no travel outside the State of California shall be reimbursed unless prior written authorization is obtained from CWDB.

13. Grantee shall cooperate with CWDB and EDD with regard to the performance of this agreement.

14. Consultant–Staff Expenses

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have contractual relationship with any governmental entity.

15. Avoidance of Conflicts of Interest by contractor

A. Consultants are advised that that Political Reform Act prohibits public officials, which

include consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Gov. Code, § 87100; see Gov. Code, § 81000 and Gov. Code, § 1090 et seq.). For purposes of this contract, consultants are defined as any individual performing work under this contract.

- B. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- C. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business, or other ties.
- D. During the performance of this contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this contract, the Contractor must inform the State in writing within 10 working days.
- E. Failure to disclose a relevant financial interest on the part of the consultant will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with the Public Contract Code section 12102(j).
- F. The EDD may request additional information regarding a consultant's economic interests. If the additional information is not provided to the satisfaction of EDD, then the Contractor must provide a substitute consultant with similar credentials to resolve the potential conflict as provided in paragraph (d).
- G. Consultants are advised that the Fair Political Practices Commission has jurisdiction to enforce the Political Reform Act and may seek civil and criminal prosecution for violations of the act, including failure to disclose financial interests. Other penalties for violating the Political Reform Act could include fines, conviction of a misdemeanor, disqualification from serving in public office or as a lobbyist, and being responsible for the costs of the litigation, including attorney's fees.
- H. Consultants are advised that they may amend their Form 700 at any time and that amending an incorrect or incomplete report may be considered evidence of good faith by the Fair Political Practices Commission.

All consultants providing work under this agreement shall include a completed <u>Statement</u> of <u>Economic Interests</u> - Form 700 at the time of the award.

For purposes of this contract, consultants are defined as any individual performing work under this Contract. In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.

16. Change in Contractor Staff

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with CWDB, the Contractor will propose an equally well-qualified replacement consultant after consultation with CWDB. All replacements are subject to CWDB approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this contract. CWDB has the right to request removal and/or replacement of Contractor resources.

APPENDIX B – MEMORANDUM OF UNDERSTANDING INSTRUCTIONS AND SAMPLE TEMPLATE

Memorandum of Understanding Instructions

A Memorandum of Understanding (MOU) is required of an agency when an application for funds includes an explicit non-financial collaboration with partnering organizations. The MOU provides documentation that demonstrates the organizations have consulted and coordinated the responsibilities of their grant activities.

The following elements should be considered when constructing an MOU:

- Describe each partner agency and their history and/or role in working with the target population(s);
- State the purpose of the MOU;
- Clearly describe the agreed upon roles and responsibilities each organization or agency will be providing to ensure project success. The roles and responsibilities should align with project goals, objectives and target outputs;
- Describe past history (if any) in working with each agency, the nature of the relationship, and outcome(s) of any collaborated efforts;
- Identify the staff responsible for completing the specific responsibilities, this should include meeting application reporting requirements and data entry into CalJOBS;
- Describe how the collaboration/partnership benefits the project;
- Describe the resources each partner would contribute to the project. This can be contributing staff time, making in-kind contributions, delivering services, offering training or expertise, etc.;
- Provide a statement that the lead agency accepts full responsibility for the performance of the collaborative organizations/agencies; and
- The MOU must be signed by all partners. Signatories must be officially authorized to sign on behalf of the agency and include title and agency name.

Sample Partnership Agreement Template

All <i>italicized</i> sentences are considered instructions and should be deleted prior to the submission of the final MOU.						
This Memorandum of Understanding (MOU) is entered into by and between: <i>Provide the agency name and a brief description of each agency.</i>						
Purpose. State the purpose of the MOU. Include statements relationship enhances or benefits the Applicant's program;	s that explain how the collaborative	2				
A. Roles and Responsibilities. Clearly describe and delineat responsibilities each organization or agency will be provided.	·					
The roles and responsibilities should align with project go This may be contribution of staff time, in-kind contribution program services, provision of training or staff expertise, Agency A agrees to:	ons of space or materials, delivery o					
Responsibility/Activity						
Agency B agrees to:						
Responsibility/Activity						

- **B.** Reporting Requirements and Data Entry. Describe who will be responsible for collecting, collating and submitting data as per the project target outputs and outcomes.
- **C.** Leverage Resources. Identify the leverage sources and describe how the partnership will utilized the funds for the project.

D.	Timetrame. Clearly state the time	period that this MOU will be in effect.
	This MOU will commence on	and will dissolve at the end of the grant
F.	Confidentiality.	
	•	all parties to the Memorandum of Understanding agree to ons as outlined in the Grant Agreement.
	e designated lead agency accepts fu ganizations/agencies.	I responsibility for the performance of the collaborative
an	<u> </u>	the complete agreement between mended only by written agreement signed by each of the
	e MOU must be signed by all partne the agency and include title and age	s. Signatories must be officially authorized to sign on behalf ncy name.
	SENCY A	
Au	thorized Official:	
Dri	Signature	
ΑŒ	GENCY B thorized Official:	
	Signature nted Name and Title:	
Ag	ency Name:	
	SENCY C thorized Official:	
	Signature nted Name and Title:	Date
	ency Name:	

APPENDIX C – APPLICATION FORMS

The completed application forms must be included with your response. The forms can be downloaded on CWDB's website at the following address:

https://cwdb.ca.gov/ab1111/

APPENDIX D - ALLOWABLE EXPENDITURES GUIDANCE

Allowable Activities

Allowable costs must meet three primary criteria:

- 1. Substantiate that the cost was necessary and reasonable for proper and effective administration of all allocations;
- 2. The cost must be allocable to the funding sources activities; and
- 3. The cost must not be a general expense required to carry out the grantee's overall responsibilities (not supplanting).

However, even if the costs meet the prior three criteria, the costs must be approved within the application work plan and budget of the grantee otherwise the costs are not allowable. Also, the State has the discretion to impose special conditions above and beyond the funding source which would also determine allowability of cost.

While the proposed cost is allowable under the funding source, is it also reasonable?

Reasonable is defined by the dictionary as: agreeable to sound judgment, not exceeding the limit prescribed by reason (not excessive), moderate in price, and a rational decision.

Systems that can guide this definition are: necessary for the performance of the grant; following sound business practices (procurement processes, follow state and local laws, follow the terms of the grant); use of fair market prices; acting with prudence under the circumstances; and having no significant deviation from established prices.

What are the guidelines of Allocable?

Allocable is defined by the dictionary as: capable of being allocated or assigned. A cost is considered allocable to a particular funding source/program to the extent it actually benefits the objectives of that program. Grantee can only charge in proportion to the value received by the funding source/program. An example would be that a Project Director works 80% on the funded program (only 80% of the salary and benefits can be charged in the grant application). Above and beyond this definition allocable also means that the cost must be related to the activities identified in the approved work plan.

Note that providing the types of services allowed under WIOA does not make individuals receiving Breaking Barriers funds a reportable individual for the purpose of WIOA performance reporting unless WIOA funds are braided as part of that individual's service package. The CWDB will still track this data for purposes of this state grant program, even if WIOA funds are used and the individual is not reportable for purposes of WIOA performance reporting.

Supplanting

General funds may not result in a decrease in state or local funding that would have been available to conduct the activity had these funds not been received. These grant funds may not free up state or local dollars for other purposes but should create or augment programs to an extent not possible without the funding. You must be able to demonstrate that the funds are added to the amount of state and local funds that would, in absence of the grant funds, be made available for uses specified in your plan.

Allowability of General Costs

Table 1 below is a synopsis of rules to determine the allowability of costs. The rules in their entirety can be found in <u>2 Code of Federal Regulations parts 215 and 220</u>. (https://www.whitehouse.gov/sites/whitehouse.gov/files/omb/federal_register/FR2005/083105_a21.pdf).

However, the intent of the RFA must be followed, the cost must be necessary, reasonable, allocable and not supplanting, and any additional cost restrictions identified in the RFA would supersede allowable costs within this document.

TABLE 1 – ALLOWABILITY OF GENERAL COSTS

Allowable	Unallowable			
 Advertising Costs are those that are solely for: The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored; The procurement of goods and services for the performance of a sponsored agreement; The disposal of scrap or surplus materials acquired in the performance of a sponsored agreement except when non-federal entities are reimbursed for disposal costs at a predetermined amount; or Other specific purposes necessary to meet the requirements of the sponsored agreement. Public Relations Costs are those that are solely for: Costs specifically required by the sponsored agreement; Costs of communicating with the public and press pertaining to specific activities or accomplishments which result from performance of sponsored agreements (these costs are considered necessary as part of the outreach effort for the sponsored 	 Advertising and Public Relations Costs include the followings: All advertising and public relations cost unless specified as allowable; Costs of meetings, conventions, convocations, or other events related to other activities including costs of displays, demonstrations, and exhibits; Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events; Advertising and Public Relations Costs include the followings: Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings; Costs of promotional items and memorabilia, including models, 			
(these costs are considered necessary as part	Costs of promotional items and			
Federal contract/grant awards, financial matters, etc.				
Audit Costs (can be included in indirect cost)	Alcoholic Beverages			
Communication Costs (telephone, telegrams,	Alumni Activities			
postage, messenger)				
Personnel Services	Bad Debts			
Equipment Costs that are within the objectives of this RFA will be closely scrutinized to determine purchases meet the intent of the funding and show long-term sustainability	Entertainment Costs			
Materials & Supply Costs (only those actually used	Contingencies			
for performance of sponsored agreement)				
Meetings and Conferences primary purpose of	Losses on Other Sponsored Agreements			

Allowable	Unallowable
dissemination of technical information are	or Contracts
allowable. This includes costs of transportation,	
rental of facilities, speakers' fees, and other items	
incidental to such meetings or conferences.	
Supportive Services and job readiness costs that	Lobbying
bridge activities leading to enrollment in long-term	
training programs that can include services to pre-	
eligible participants for entry into the program.	
Travels (In-state and approved out-of-state travel	Out-of-State Travels without prior
and follow state travel rate set in accordance with	approval
California Department of Human Resources)	

APPENDIX E – SAMPLE SERVICE CASH INVOICE TEMPLATE/INSTRUCTIONS

The Service Cash Invoice (SCI) template (Appendix E, Exhibit A) is to be used by the contractor to request reimbursement from the CWDB through the EDD for allowable costs incurred while providing contract services to CWDB's grantees/consumers. The SCI form must be prepared and submitted **monthly** as designated in the Sample Standard Agreement, Appendix A. SCIs in any fiscal year (July 1 to June 30) must be submitted as soon as possible, but no later than 60 days after the service month. Final submission of all fiscal year-end invoices is due no later than June 30, in order to make payment for that performance prior to the close of the State fiscal year to prevent reversion of appropriated funds.

SCIs will be reviewed by the CWDB project management team to ensure current and Cash/In-Kind (leveraged) expenditures are being reported appropriately. The contractor must report on the SCI form their leveraged funds as advised in their executed contract. If leveraged funds are not being utilized, the CWDB/EDD will contact the contractor to assist in resolving any issues.

A sample SCI is located on page 45. An electronic version of the SCI form may be requested from the CWDB Program Analyst.

A. Date of Request

Fill in the date that the SCI form is being submitted for reimbursement.

B. Invoice

Provide the current invoice # appropriate for the SCI. (Example: If the contractor is submitting invoice for October 2018, the invoice # is: October18)

C. Invoice Period: From: To:

Provide the date range of which the SCI form is requesting reimbursement for from CWDB/EDD. List the month, day, and year for which reimbursement is being requested. (Example: From: June 1, 2016 To: June 30, 2016 should auto-populate to state From: 6/1/16 To: 6/30/16)

D. Contract#

Provide the contract #/Agreement Number as listed on the executed contract that was assigned by the EDD. This number is the seven-digit number with a leading alpha character found in the upper right-hand corner of the signed copy of the Standard Agreement (STD 213). A new contract number is assigned each year for a single-year contract. If the current contract is amended, the same contract number will be used for the duration of the amended contract. For a three-year contract, the same contract number will be used for all three years. The correct number is required for the SCI to be processed/paid.

E. Awardee Name, Full Address, and Contact Information

Include the Awardee name and address on the SCI. The contractor name and billing address must agree with the name and billing address as listed on the STD 213. Payments

will only be sent to the contractor billing address identified on the STD 213. Please identify the invoice contact (person completing the invoice) name including phone number and email address. The identified invoice contact person will be contacted if the CWDB has any questions/concerns regarding a specific invoice.

Note: If the contractor billing address is incorrect or has changed, the contractor must submit a change of address request in writing to the EDD Contract Administrator. Copies will be forwarded to the EDD Central Office Accounting – Contracts and Procurement Section, as well as the CWDB Services Section.

F. Line Item Expenditure Reporting

Each line item is *exactly* titled as in your contract Budget Summary Attachment B-1. It is also *in the same sequence* as listed on the Budget Summary Attachment B-1. Do not combine or separate budget line items. Here is a list of things to consider when reporting expenditures:

- Use your Budget Summary Attachment B-1 to assist you in aligning your expenditures with your approved budget.
- Only report expenditures on line items that have been budgeted for. Where there is not an allocated budget amount listed for an applicable line item, please ensure that program "does not" request reimbursement for that applicable line.
- Do not exceed expenditures over the amount of budget in any particular line item.
- Report current expenditures (Monthly) in the column entitled "Monthly Expenditures". If this is the first report, then input the same current expenditure amounts into "Cumulative Expenditures" column. If this is a second report or any thereafter, report current expenditures (Monthly) in the column entitled "Monthly Expenditures". For "Cumulative Expenditures", refer back to the prior month report and add Cumulative Expenditures from the prior month with the current expenditures (monthly). This total should reflect the total funds expended in the Cumulative Expenditures column.
- Repeat the same procedures listed A through D to report your Leveraged Expenditures.
 In addition, check the appropriate box to identify if the leveraged funds are Cash or In-Kind.
- Grand Totals are calculated by formula in line 27.

G. Authorized Contractor Signature

The authorized contractor representative prints their name, provides their title, signs, dates the SCI and submits the original via mail or via email in PDF format to the CWDB Program Analyst and Program Manager assigned to the program. The authorized contractor representative is the person(s) designated on the Grant/Contract Signature Authorization form in the approved contract. If more than one page is necessary, the signature block is only required on the *last page of the SCI*.

H. CWDB Contract Administrator Review and Approval

The CWDB Program Analyst reviews the SCI to determine whether costs billed appear reasonable and are submitted in compliance with the contract. When the SCI is approved, the CWDB Program Analyst will print, sign and date the SCI signifying that the costs billed appears reasonable and forwards the invoice to the CWDB Program Manager for further review/authorization. The CWDB Program Manager makes a final review of the SCI and once approved forwards to the EDD Accounting Services Section for payment.

I. Invoice Dispute

If the CWDB Program Analyst has questions or concerns regarding the allowability or appropriateness of any amounts claimed, an attempt will be made to make contact with the Contractor and/or return the invoice in question to the contractor. The Contractor will have to rectify any/all issues brought upon by the CWDB Program Analyst and resubmit the corrected SCI.

Common Contract Invoice Errors

Below is a listing of the most common SCI errors that cause delay in processing payment of contract invoices.

- Grantee not having a sufficient invoice/Year-To-Date (YTD) tracking system therefore computation errors or YTD totals submitted on invoice are incorrect.
- Grantee not inputting correct invoice number for applicable month. (Example: Reference to letter B.)
- Incorrect contract number. Always use the **CURRENT** contract number located in the top right corner of the Standard Agreement (STD 213) corresponding to the period billed.
- The Contractor name does not agree with the Contractor name on the Standard Agreement (STD 213).
- Invoice totals, address, and authorized signatures not on page 2 or the final page for multiple page invoices.
- Invoice not signed by the Contractor.
- SCI CANNOT be processed if changes are made with correction fluid/tape or if any
 other alterations are made which make it impossible to read the original dollar
 amount or signatures. Corrections made in writing versus electronically therefore
 figures are not readable/legible. Recommend that all revisions to invoice be
 completed electronically for clarity.
- Contract/budget modifications not authorized, therefore resulting in program invoice being submitted with multiple errors.

- Contract/budget modifications being authorized but the program invoice contact and the EDD project manager not being made aware. Therefore program invoice contact submitting invoices with multiple errors.
- Date of Request not corrected to reflect the date a corrected invoice is sent to the CWDB Program Analyst.
- Knowledge of invoice guidelines and requirements not being transferred/provided to a new invoice contact/accountant. Results in incorrect/correct invoice being submitted.
- Grantee listing the incorrect *To: From:* dates to reflect monthly versus quarterly invoice.

EXHIBIT A – SERVICE CASH INVOICE



Breaking Barriers to Employment Initiative SERVICE CASH INVOICE

	Date of Request									
	Invoice Number									
	Invoice Period				1					
	Contract Number									
	Grantee Name							For St	ate Use	
	Full Address						Phone Number			
	Invoice Contact						Email Address	nail Address		
	Line Items	Admin*	In-House	Contracted	Monthly Expenditures	Cumulative Expenditures	Monthly Leveraged Expenditures	Type of Leverage Funding		Cumulative Leveraged Expeditures
1	Staff Salaries & Fringe Benefits							☐ Cash	☐ In-Kind	
2	Staff Travel							☐ Cash	☐ In-Kind	
3	Operating Expenses	·				-	-			
	- Facilities Rent							☐ Cash	☐ In-Kind	
	- Office Supplies							☐ Cash	☐ In-Kind	
	-Communications							☐ Cash	☐ In-Kind	
	- Other (Describe)							☐ Cash	☐ In-Kind	
4	Equipment Purchases	& Furniture								
	- Purchases							☐ Cash	☐ In-Kind	
	- Leases							☐ Cash	☐ In-Kind	
5	Testing/ Instructional Materials							☐ Cash	☐ In-Kind	
6	Tuition Payments/ Vouchers							☐ Cash	☐ In-Kind	
7	Training Costs							☐ Cash	☐ In-Kind	
8	Supportive Services							☐ Cash	☐ In-Kind	
9	Indirect Costs							☐ Cash	☐ In-Kind	
10	Other Program Services							☐ Cash	☐ In-Kind	
11	Contracts							☐ Cash	☐ In-Kind	
то	TAL EXPENDITURES	\$0.00				\$0.00	\$0.00			\$0.00
		Total Cost	Percentage							
	Total Admin*		#DIV/0!							
	Total Program		#DIV/0!							
To	otal Budget Amount		#DIV/0!							

^{*}Administrative Costs not to exceed 10% of total budget

APPENDIX F – GLOSSARY

For the purpose of this RFA, the following terms are defined as:

Disconnected Youth: an individual between the ages of 18 and 24 who are neither working nor in school.

Displaced Worker²: participant received services under WIOA sec. 133(b)(2)(B) as a person who— (A)(i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment; (ii)(I) is eligible for or has exhausted entitlement to unemployment compensation; or (II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 121(e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and (iii) is unlikely to return to a previous industry or occupation; (B)(i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise; (ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or (iii) for purposes of eligibility to receive services other than training services described in WIOA sec. 134(c)(3), career services described in WIOA sec. 134(c)(2)(A)(xii), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility will close; (C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the participant resides or because of natural disasters; (D) is a displaced homemaker; or (E)(i) is the spouse of a member of the Armed Forces on active duty (as defined in 10 U.S.C. section 101(d)(1) of title 10 of the United States Code), and who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or (ii) is the spouse of a member of the Armed Forces on active duty and who meets the criteria described in WIOA sec. 3(16)(B).

Economically Disadvantaged Persons: is determined by the system based on the public assistance and barriers questions. If the system is unable to determine low income then it is entered in the WIOA application, Household and Income, and Income Information. Low income will be based on family size and income, both are required entries.

Immigrants: an individual who is an English Language Learner and faces multiple cultural barriers.

Long Term Unemployed: participant, at program entry, has been unemployed for 27 or more consecutive weeks.

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² This is the "Local Formula". The "Statewide formula" = participant received services under WIOA sec. 133(a). The "Local AND Statewide formula" = participant received under WIOA secs. 133(b)(2)(B) and 133(a). WIOA Participant Individual Record Layout (PIRL).

Migrant Farmworker: participant, at program entry, is a seasonal farmworker and whose agricultural labor requires travel to a job site such that the farmworker is unable to return to a permanent place of residence within the same day.

Seasonal Farmworker: participant, at program entry, is a low-income individual (i) who for the 12 consecutive months out of the 24 months prior to application for the program involved, has been primarily employed in agriculture or fish farming labor that is characterized by chronic unemployment or underemployment; and (ii) faces multiple barriers to economic self-sufficiency.

Women seeking training or education to move into nontraditional fields of employment: any occupations where women make up 25 percent or less of the workers