



# HIGH ROAD

TRAINING PARTNERSHIP

## Low Carbon Economy Workforce Program Request for Applications

#55983

July 2020



The High Road Training Partnership's Low Carbon Economy Workforce Program is part of California Climate Investments, a statewide initiative that puts billions of Cap-and-Trade dollars to work reducing greenhouse gas emissions, strengthening the economy, and improving public health and the environment — particularly in disadvantaged communities.

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# Section 1: Overview

## Introduction

In Fiscal Year (FY) 2019-20, the Legislature appropriated \$30M from the Greenhouse Gas Reduction Fund (GGRF) to the California Workforce Development Board (CWDB) for its two primary high road workforce development programs: \$10M for High Road Construction Careers (HRCC) and \$20M for High Road Training Partnerships (HRTTP). While the CWDB was approved for continuous program funding from the GGRF at the same level through FY 2023-24 – totaling \$165M, including \$150M for HRCC and HRTTP and \$15M for state operations – it is subject to the Legislature’s annual appropriations process and to availability of revenue in the GGRF. The purpose of this RFA is to release the first year GGRF appropriations for HRTTP covering Fiscal Year (FY) 2019-20.

The CWDB is pleased to announce the availability of up to \$20 million for the High Road Training Partnerships (HRTTP) initiative at this time.

The initial goals of this five-year investment in the HRTTP initiative include:

- Expanding from 8 to 20 HRTTP projects in climate-impacted industries, resulting in 20 High Road industry sector partnerships sustained for long-term work;
- Serving at least 2,000 disadvantaged workers;
- Developing 10 new-state approved apprenticeship programs;
- Piloting two worker transition projects in sectors and regions facing imminent threat to mass worker dislocation;
- Project and initiative evaluation (done by the CWDB).

## Greenhouse Gas Reduction Funds & Cap-and-Trade Program Background

The California Global Warming Solutions Act of 2006, also known as AB 32 (Nuñez), set an economy-wide target of reducing the state’s greenhouse gas (GHG) emissions to 1990 levels by 2020. Subsequently, SB 32 (Pavley) established a climate target of reducing GHG emissions 40% below 1990 levels by 2030. The California Air Resources Board (CARB) is the administering agency for AB 32 and SB 32, and develops the state’s Climate Change Scoping Plan every five years. The Climate Change Scoping Plan charts a path for implementation of a suite of programs and policies in six different sectors – energy, transportation, industrial, waste, water, and natural and working lands (including agricultural lands) – that together will reduce the state’s total GHG emissions and achieve the latest climate target in state law.

California’s Cap-and-Trade Program is one of the state’s major policies to reduce greenhouse gas emissions, which are responsible for destabilizing the climate and creating harmful impacts such as more extreme wildfires, droughts, and floods. By putting a hard limit and price on GHG

emissions, the [Cap-and-Trade Program](#) generates significant revenue in addition to reducing adverse climate impacts. That revenue (roughly \$1B per year) is deposited into the GGRF and appropriated by the State Legislature.

By law, programs funded from the GGRF must facilitate greenhouse gas emission reductions and generate additional co-benefits for the economy, environment, and public health. While the emphasis is on mitigating climate change by reducing GHG emissions, climate adaptation is also an important aspect of California's overall approach to climate change in order to manage the impacts to communities and ecosystems that are occurring already. State law also requires that at least 35% of GGRF monies annually go to projects that are located within, and benefit residents of, Disadvantaged Communities (DACs) and Low-Income Communities (LICs) and low-income households. Collectively, these communities and households are referred to as priority populations and are described in further detail in the Benefitting Priority Populations section of this RFA.

### California Climate Investments Program

Every year, the Legislature decides how to spend money in the GGRF on a variety of programs administered by different state agencies and departments. The suite of programs funded from the GGRF are known as [California Climate Investments \(CCI\)](#), and include programs to increase energy efficiency in buildings, deploy zero-emission vehicles, expand public transit service, build affordable housing near transit, and plant trees and other kinds of urban greening measures. To ensure that GGRF requirements are met, the California Air Resources Board (CARB) issues detailed [CCI Funding Guidelines](#) to help agencies administering CCI programs meet statutory requirements.

As a CCI program, H RTP must adhere to the statutory requirements of expenditures from the GGRF and CARB-issued Funding Guidelines pertaining to facilitating GHG emission reductions, benefiting priority populations described above, and achieving economic, environmental, and public health co-benefits. To ensure consistency with these requirements, the CWDB was required to develop program-specific [GGRF Expenditure Record](#) which was prepared in March 2020 and is now available on CARB's website.

GGRF and CCI requirements and how they apply to the H RTP program have been built into this RFA.

### High Road Training Partnerships

#### The CWDB's High Road Strategy

The CWDB's High Road vision is a strategic and comprehensive state approach to jobs and training across climate and technology impacted industries. It relies on strong regional, industry sector-based partnership among management, workers, government, and community. The High Road vision includes, but is not limited to, the following components—*job quality, equity,*

*regionalism, and climate:*

- It starts with quality jobs, in industries driving regional employment, with companies that value investing in worker skills, just and safe working conditions, income mobility, and long term returns to communities
- It supports planning and implementation with workers and management at the table, jointly assessing current workforce gaps and jointly addressing future change;
- It invests in equity—connecting low-income communities and programs that serve disadvantaged workers to pathways to quality jobs;
- It focuses on sectors and occupations on the front lines of California’s transition to a carbon neutral economy.

The H RTP program also aligns with the Governor’s Strategic Workforce Development Plan (State Plan), which emphasizes the critical role of industry sector partnerships, regional organizing, “earn and learn” approaches to skill acquisition, and prioritizes services to populations previously excluded from opportunity. The CWDB is interested in funding innovative approaches that advance the three policy objectives of the State Plan:

- Fostering “demand-driven skills attainment” by aligning workforce and education programs with the state’s industry sector needs;
- Enabling upward mobility for populations with barriers to employment;
- Aligning, coordinating, and integrating programs and services to economize limited resources to achieve scale and impact.

### What is the High Road Training Partnership Initiative?

Starting in 2016, the CWDB invested in eight H RTPs to model a systemic approach to industry-led workforce development that can address critical issues of equity, job quality, worker voice, industry efficiency and environmental sustainability. H RTPs are industry-based, worker-focused training partnerships that build skills for California’s high road employers – firms that compete based on quality of product and public entities that strive to provide a high level of service through innovation and investment in workers, thus generating family-supporting jobs where workers have agency and voice.

The H RTPs under this pilot program demonstrated how the sector approach championed by the CWDB could be implemented. The industries they represent are diverse and include both public and private sectors, operating across all parts of the state. Each partnership looks different on the ground, but all are convened by intermediaries that engage both employer and worker representatives. While there is no “cookie cutter” method to the work itself, collectively their efforts provide valuable insights from the field for how to operate on this high road path.

The lessons learned across these industries and stages of partnership allow us to glean the key elements necessary to succeed on this high road path. This initiative has demonstrated that the following four inter-related elements are essential to operating as a successful H RTP:

- 1) **Industry Led Problem Solving:** Foundational is that the industry – including leaders representing both employers and workers – lead the problem solving for the workforce demands unique to that industry.
- 2) **Partnerships a Priority:** It is key to have strong and durable industry partnership as a goal in and of itself. Here it means a formal relationship that is neither loose nor ad hoc but forms the basis of sustained problem-solving.
- 3) **Worker Wisdom:** These H RTPs have developed innovative ways to explicitly bring worker voice into their strategies and tactics as a core value undergirding the partnership.
- 4) **Industry Driven Education & Training Solutions:** Partnerships can tap into training already out there, develop and deliver their own programs or use a hybrid specific to their particular workforce needs.

The CWDB's [Essential Elements of High Road Training Partnerships](#) is available to view/download on the H RTP webpage.

## Project Goal

Because long-term, low-wage work is a problem, the CWDB seeks to build systems to promote access and advancement to better-paying jobs. This initiative will do that by focusing on industry as an organizing principle, and building partnerships that develop skills employers need in ways that secure stronger economic opportunity for low-income workers.

Additionally, mitigating or adapting to climate disruption and environmental threat requires skill shifts not only throughout more obvious realms of transportation, construction, and energy, but also in sectors like healthcare, hospitality, information technology, and emergency services.

Human capital investment can help improve energy, water, and fuel efficiency, build and capture the value of low-carbon technology, and support healthy, economically resilient communities. But that won't happen automatically. Intentional, strategic, workforce development undergirds all such gains; the fundamental mechanism is collaborative regional training partnerships serving multiple employers in a key industry.

This is an approach that starts with the jobs. High Road Training Partnerships have goals in four key areas:

### Job Quality

- Connect workers to high-quality jobs, or entry-level work with clearly defined routes to

advancement.

- Support industry leadership — both labor and management — wherever they seek to increase productivity by increasing the health, safety, and professionalization of jobs in a given sector.
- Increase the competitiveness of high-road firms — those which, in accordance with the State Plan, compete “on the basis of innovation, quality, and skills attainment rather than low wages, contingent employment, and low or no benefits.”

## Equity

- Increase skills and opportunity for those at the lower end of the labor market while expanding career pathways within key industries for priority populations, individuals with barriers to employment, and under-represented workers;
- Expand pipelines into and within key California industries for disadvantaged populations, including women, people of color, and immigrants;
- Develop replicable bridges and pathways for labor market advancement that directly connect underserved or at-risk populations to industry-recognized credentials and family-supporting careers.

## Climate

- Address worker, employer, and industry needs as they respond and adapt to climate change and environmental sustainability, and build community and economic resilience;
- Increase the capacity of firms to adapt and compete in a rapidly-evolving, carbon-constrained economy;
- Help California communities prosper and workers advance in the labor market by creating accessible local pathways into safer, healthier, and more highly skilled jobs;
- Build partnerships to connect dislocated workers to existing resources and services and to plan for long-term retraining (focusing on workers and communities impacted by fossil fuel industry decline).

## Regionalism

- Regional strategies developed through partnerships that support workers and communities in adapting to and creating new workforce opportunities in the transition to a carbon-neutral economy;
- Regional planning in response to existing or impending industry disruption due to the transition away from fossil fuels and other climate mitigation strategies;
- Build partnerships to connect dislocated workers to existing resources and services and

plan for long-term retraining (focusing on workers and communities impacted by fossil fuel industry decline).

## Project Design

The H RTP initiative will fund demonstration projects designed to promote income mobility and shared prosperity through an innovative and inclusive human capital strategy that prioritizes job quality, supports economic and climate resilience, and links regionally-driven sector work to a statewide skills agenda.

Project partnerships will embrace key elements of the CWDB’s strategic framework, including sector-based strategies, career pathways, and regional collaboration; along with the State Plan’s recommended skill-delivery approaches, including, for example, apprenticeship, credentialing, English language acquisition, and connections to supportive services.

The purpose of the project (and funding) is to establish and convene partnerships in order to develop an industry-based skills building infrastructure that negotiates the future of work, and whose collaboration will lead to the goals and outcomes clearly outlined in this RFA.

## Establishing the Partnership

H RTPs are typically run by intermediaries with industry expertise, who regularly convene workers and employers to define real-time skill needs, and then translate them to organized alliances of education and service providers (e.g. workforce development boards, community colleges and adult schools, community based organizations, labor unions, public agencies, etc.) who in response can organize accessible, affordable, logically sequenced training pathways into quality jobs.

Convened by these innovative intermediaries, H RTPs will not only facilitate much-needed communication between labor market supply and demand, but broker that relationship. Successful H RTP applicants will have demonstrated experience and success working with both employer and worker representatives, as well as evident familiarity with pertinent issues in sustainability (e.g. climate resilience, mitigation, and adaptation, or related environmental issues) as they relate to jobs and training. In addition to commitments from industry leaders, funded partnerships will cultivate connections to a range of workforce stakeholders — including, for example, workforce development boards, social services agencies, community-based organizations, educational institutions, and subject matter experts — to assist with recruitment, training, and supportive services.

High road partnerships engage labor unions wherever possible. Unions deliver job quality and create a critical space for worker voice — an essential high road element. H RTPs are not limited, however, to industries or regions with a particular level of union density. Though the current examples of H RTPs are labor-management partnerships, the high road itself is not defined by union participation; it is defined by the kind of job quality that unions deliver.

## Partnership Commitments

Applicants are required to identify each partner (individual/organization) and outline their roles and responsibilities. Memorandums of Understanding (MOU) are recommended, but are not required. If a formal MOU does not exist or is unobtainable during the application period, partnership agreements or letters of commitment are strongly recommended to support the accountability and commitment of individual entities to the high road partnership.

Refer to Appendix B (page 41 of this RFA) for Memorandum of Understanding Instructions and Sample Template.

## Required Partners

At the center of any effective coalition is a strong organizational or intermediary capacity, trusted by all parties, that holds the partnership together by serving the interests and mission of the collective. The expectation that collaboration can occur without a supporting infrastructure is one of the most frequent reasons why it fails. Collaboration takes time and investment. Above all, it requires specific skills sets to plan, manage, and support the partnership through ongoing facilitation, data collection and reporting, and administrative details. Strong organizational capacity also means the ability to lead the partnership through decision making, frame issues in a way that presents opportunities as well as difficulties, and the strength to mediate conflict among stakeholders.

- **Worker Representatives**

Workers are invaluable members of the partnerships, and their industry expertise is valued as much as employer knowledge. Workers help shape training programs and curricula, train and mentor others, and function at the center of developing industry solutions. Unions, Worker Centers, Community Based Organizations, worker advocacy committees or non-profits representing local hire interests can meet the worker representative requirement. Industries/Businesses with a Collective Bargaining Agreement must have participation/support from the Union representing its workers.

- **Employers**

California-based employers understand their workforce needs unique to their industry and can serve as economic anchors for resilient communities. They offer industry analyses about actual jobs and skills they need, as well as specific information about technology, equipment and operational conditions that is critical to effective jobs training. By partnering with employers, partnerships are able to identify opportunities for upskilling, promotion, re-training, and new ways work may need to be performed and problem solving for future demand. Negotiating the future of work takes regional partnerships between employers (small and large) as well as employees, up and down the supply chain all working collaboratively to raise standards in as much of the industry as possible. This high road approach broadens economic prosperity, and increases

economic and environmental resiliency.

### Encouraged Partners

- **Environmental and Environmental Justice Organizations**

Climate change does not impact all communities equally. People of color and poor families bear a disproportionate burden of heavy polluting industries and greater vulnerability to the impacts of climate change and associated environmental, economic and public health impacts. It is important to recognize this unequal impact of climate change, known as the climate gap, and work to close this gap through targeted investment in these communities. Engagement with community-based environmental and environmental justice groups can help projects understand communities' needs and identify opportunities to achieve greater economic and environmental resiliency through the advancement of job quality, equity, and local pathways to safer, healthier and more highly skilled jobs.

- **Non-Profit and Community Based Organizations**

CBOs are local non-profit groups that have considerable experience and capacity working with and providing supports to disadvantaged populations. They have insight and expertise working with specific population groups which in turn play a crucial role in recruitment and retention. CBOs will be crucial to the partnership when it comes to outreach and expanding into new areas and communities, engagement and retention of participants, and providing targeted support services to individuals (particularly those that are high-need). They will also play a key role in maximizing benefits to disadvantaged communities and avoiding substantial burdens to disadvantaged communities.

- **Community Colleges and Adult Education Schools**

Community colleges have been stalwart partners in workforce development since their inception. The open doors of community colleges provide access to workforce education in a wide variety of subjects and career pathways. Many have also evolved to better serve the needs of the local community and industry partners. Community college partners have the resources to create programs that serve vulnerable populations by providing a more accessible, affordable and flexible learning environment, as well as a bridge to more advanced degrees and research institutions.

- **Local Workforce Development Boards**

WDBs operate to ensure the provision and coordination of WIOA Title I services in the forty-five Local Workforce Development Areas (Local Areas) designated as service areas by the Governor. Local Boards provide day to day administrative and policy oversight for the delivery of services to job seekers and businesses. The specific service strategies of a Local Board are designed to reflect regional labor market needs, economic and social

conditions, and demographics, and they must be consistent with the policy direction of the State Plan. Accordingly, Local Boards are the central partners in carrying out the State Workforce Development Plan. Local WDB's will be crucial to the partnership when it comes to understanding regional demand and priorities, leveraging existing programs and funding, case management, and job placement assistance (non-apprenticeship).

## Grant Objectives & Deliverables

The purpose of a H RTP is not to develop a program, project, or curriculum, but to lay the foundation of an industry-based skills infrastructure that can negotiate the future of work to build regional economies for California. True partnerships are built around a common mission and shared responsibility, relying on both good employers and good workers. As an integrated approach to labor, workforce, and economic policy, the high road can be expressed as a commitment to equity, sustainability, and job quality.

Successful H RTP applicants are expected to:

- Connect workers to high-quality jobs or entry-level work with clearly defined routes to advancement;
- Increase skills and opportunity for those at the lower end of the labor market while expanding career pipelines within key industries for priority populations, individuals with barriers to employment, and under-represented workers;
- Support both labor and management in improving health, safety, and professionalization of jobs;
- Address worker, employer, and industry needs as they respond and adapt to climate change and environmental sustainability, and build community and economic resilience;
- Respond to existing or impending industry disruption due to the transition away from fossil fuels and other climate mitigation strategies;
- Build partnerships to connect dislocated workers to existing resources and services and to plan for long-term retraining (focusing on workers and communities impacted by fossil fuel industry decline);
- Regional strategies developed through partnerships that support workers and communities in adapting to and creating new workforce opportunities in the transition to a carbon-neutral economy;
- Promote economic equity and mobility for workers, skills and competitiveness for high road employers, and long-term environmental sustainability and climate mitigation;
- Develop highly skilled employees and establish long term employment and career path solutions;
- Establish or expand an Apprenticeship program is highly encouraged.

## Project Outcomes

Successful H RTP applicants will determine their performance goals, targets, deliverables and outcomes. If awarded, H RTP grantees will be required to document, evaluate, and report out on progress throughout the grant term, including a final evaluation of work achieved at the end of the grant term. Outcomes must be measured through qualitative and/or quantitative methods, depending on the particular outcome, and will be up to the H RTP to determine. Required outcomes include the following:

- Facilitating greenhouse gas emission reductions (immediate and/or eventual);
- Benefitting priority populations (immediate and/or eventual);
- Tracking individual participant data, performance, and outcomes (immediate);
- Maximizing co-benefits (immediate);
- Jobs reporting for staff funded through H RTP CCI grant funds (immediate);
- Adopting and implementing high road principles through:
  - Short-term project goals identified and achieved during the grant-term and with grant funding (immediate);
  - Accomplishments in achieving long-term partnership and high road goals;
- Scoping plan sector(s) impacted.

These outcomes are each covered below in detail.

### Facilitating GHG Emission Reductions

Each H RTP must prioritize building climate and economic resilience through training partnerships in order to facilitate immediate or eventual GHG emission reductions in the state, including:

- Addressing critical skill issues emerging as industry faces challenges of climate change and environmental sustainability;
- Increasing capacity of firms and workers to adapt and compete in a carbon-constrained economy;
- Helping California communities prosper by creating accessible local pathways into safer, healthier, and more highly skilled jobs.

Per AB 32 (Nunez), projects will be required to facilitate GHG emission reductions by building the capacity of training partnerships to address economic, environmental, and social justice goals and that develop the workforce in industries and occupations involved in:

- Implementing climate change mitigation, adaptation, and resilience measures;

- Producing, operating, and maintaining new technologies, equipment, and services that reduce emissions and improve adaptation and resilience; and
- Planning to identify additional industry and workforce needs and opportunities associated with the transition to a carbon-neutral economy.

Applicants must describe qualitatively how the project and partnership will meet the requirement of facilitating GHG emission reductions over course of grant period and beyond (immediate and/or eventual) with respect to the elements outlined above, including: industry sector impact on Climate Change Scoping Plan sector(s), occupational-level relevance to supporting climate change mitigation, adaptation, or resilience, and project-level activities that help meet H RTP and CCI program objectives. The CWDB will assess and select proposed projects based on the industry and occupational relevance to meeting California’s climate change targets, as well as ability to meet the program objectives listed above.

Please refer to the Glossary on page 33 of this RFA for a description of California’s Climate Change Scoping Plan sectors and explanation of climate change mitigation, adaptation, and resilience.

Projects and partnerships may also describe how they will meet the GHG emission reductions requirement quantitatively, using one of CARB’s approved calculator tools that is most relevant to the particular project. For a list of GHG emission reduction quantification methodologies and calculator tools, please refer to [CARB’s CCI Quantification, Benefits, and Reporting Materials](#) webpage.

### Benefitting Priority Populations

Serving disadvantaged Californians and their communities through strategic workforce programs is central to CWDB’s mission. It is also a key strategy to achieving one of CWDB’s primary policy objectives, which is to enable upward mobility for all Californians. CWDB will maintain this fundamental element of the H RTP program.

At the same time, a portion of GGRF expenditures must be used to benefit specified disadvantaged populations that are especially vulnerable to the impacts of climate change. These populations include residents of disadvantaged communities (DACs) and low-income communities (LICs) as well as low-income households (LIHs), collectively referred to as priority populations. Priority populations represent communities disproportionately burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution (DACs), as well as communities and households that face economic hardship (LICs and LIHs). The term community has a particular meaning and is defined at the census tract level using a specified environmental health screening tool and income thresholds.<sup>1</sup>

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<sup>1</sup> Disadvantaged communities are identified by the California Environmental Protection Agency (CalEPA) as the top 25% most impacted census tracts in [CalEnviroScreen 3.0](#) – a screening tool used to help identify communities

**The CWDB has established a target that at least 50% of H RTP Program expenditures will benefit priority populations. Each individual project will be required to meet this 50% threshold and bonus points will be available for projects exceeding 50%** (please refer to Application Evaluation Scoring Rubric section of RFA for additional information on bonus points). Accordingly, projects must describe how they intend to serve and benefit the same priority populations, following the evaluation approach and benefit criteria described below.

### Priority Population Criteria

Applicants must describe how the project and partnership will meet the requirement to benefit priority populations following the steps and criteria outlined below. As part of the application review process, the CWDB will determine whether a proposed project meets the criteria for providing direct, meaningful, and assured benefits to priority populations and addresses an important community need using the following evaluation approach:

- **Step 1:** Identify the priority population(s). Directly benefit residents living within a census tract that has been identified as a disadvantaged or low-income community, or directly benefit members of a low-income household. And to the extent feasible, locate project sites within a disadvantaged or low-income community;
- **Step 2:** Address a need. Meaningfully address an important community or household need for the identified priority population(s); and
- **Step 3:** Provide a benefit. Using the evaluation criteria, identify at least one direct, meaningful, and assured benefit that the project provides to priority populations. The benefit provided must directly address an identified need. Only investments that meet these criteria will count toward achieving the statutory investment minimums identified for priority populations. Projects must meet at least one of the following benefit criteria in order to count toward the priority populations requirement:
  - Project provides high-quality (e.g., local living wages, health insurance, paid leave) jobs to, and enables upward mobility for, priority populations.
  - Project provides job training to priority populations that is part of a program with an established placement record.
  - Project provides job training to priority populations that includes capacity building that leads to industry-recognized credentials (e.g., certifications, certificates, degrees, licenses, other documentation of competency and qualifications).

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disproportionally burdened by multiple sources of pollution and with population characteristics that make them more sensitive to pollution. Low-income communities and households are defined as the census tracts and households, respectively, that are either at or below 80 percent of the statewide median income, or at or below the threshold designated as low-income by the California Department of Housing and Community Development's (HCD) [2016 State Income Limits](#).

- Project provides workforce development programming that facilitates GHG emission reductions or other types of environmental improvement within priority population areas, especially within disadvantaged communities.
- Project provides research, planning, and development of workforce development programs in industries where industry-based partnerships do not currently exist and high road training partnerships can directly benefit priority populations.
- Projects will also benefit priority populations by including workers and their representatives and community groups in comprehensive, regional economic and workforce planning.

### Resources to Meet Priority Populations Requirement

- For maps and information to help identify priority populations, please refer to CARB’s [Priority Population Investments](#) webpage.
- For examples of common needs of priority populations (as part of Step 2 above), please refer to Appendix II.
- For full details on the 3-step process to develop projects that meet the priority populations requirement specifically for job training and workforce development, please refer to CARB’s full [Evaluation Criteria for Providing Benefits to Priority Populations](#).

### Participant Performance

Projects serving participants with grant funding will be required to track and report the following data for each individual:

#### Participant Demographics

- Race
- Ethnicity
- Gender
- Age at program entry
- [Low-income Status at Program Entry](#)
- Home Census Tract / # Participants Served from [SB 535 Disadvantaged Communities and AB 1550 Low-Income Communities](#)
- Formerly-Incarcerated / Justice-Involved Status
- Veteran Status
- ESL/English Language Learner

## Participant Progress & Outcomes

- Training(s) completed
- Industry-identified certificate(s) or credential(s)
- Pre-Apprenticeship and/or state-registered apprenticeship
  - Occupation and specific apprenticeship program must be tracked at the individual level
- Postsecondary education enrollment
- Employment/Career placement or advancement
  - Occupation and industry/sector must be tracked at the individual level
- Placement retention
  - Retention will be measured six-months after apprenticeship or employment placement

The CWDB may review and revise the performance criteria with each grantee to best meet the specific needs of their project.

The CWDB will utilize CalJOBS and supplemental reporting to capture participant data. The CWDB will develop a data guide to assist grantees with data capture specific to H RTP. This guidance will be released prior to the issuance of grant funds.

## Maximizing Co-Benefits

Each H RTP must maximize economic, environmental, and public health benefits to the state where applicable and to the extent feasible, pursuant to state law (AB 1532, Chapter 807, Statutes of 2012 (Perez, 2012)) and as described in CARB's CCI Funding Guidelines. The following list includes co-benefits in AB 1532, co-benefits for which an assessment methodology has been developed by CARB, as well as those pertinent to high road workforce development. Successful H RTPs will be required to identify which, if any, of the following co-benefits are realized and how:

- Foster job creation by promoting in-state greenhouse gas emissions reduction projects carried out by California workers and businesses;
- Complement efforts to improve air quality;
- Direct investment toward the most disadvantaged communities and households in the state;
- Provide opportunities for businesses, public agencies, nonprofits, and other community institutions to participate in and benefit from statewide efforts to reduce greenhouse gas emissions; and

- Lessen the impacts and effects of climate change on the state’s communities, economy, and environment.
- Air pollutant emission reductions
- Travel cost savings
- Vehicle miles traveled reduction
- Energy and fuel cost savings
- Water savings
- Soil health improvement and land conservation
- Climate adaptation
- Heart and lung health improvement
- Increased community engagement
- Anti-displacement
- Accelerated implementation of advanced, clean technologies
- Occupational safety and health improvement
- Increased worker retention

Applicants are required to outline how co-benefits will be prioritized and achieved, and may identify relevant and meaningful co-benefits other than those listed above. Awarded projects will report out progress and outcomes quarterly through supplemental reporting.

### Jobs Reporting

Recipients of GGRF are required to report out on staff positions and benefits paid directly with grant funding as an outcome of their project. This refers exclusively to the fiscal agent and its payroll positions as well as contracted partners. It is not referring to project participant job outcomes, which are tracked separately and are covered in detail in the Participant Performance section of this RFA.

This information will be taken from your Budget Summary and Budget Narrative and evaluation questions may be included in quarterly reporting to ensure up-to-date information accuracy.

### Project & Partnership Evaluation

In addition to meeting the climate related requirements outlined in the above sections, H RTP projects must also demonstrate commitment to High Road Principles. Successful H RTPs will be expected to identify, evaluate, and achieve the following:

- How has this project and partnership furthered the development of an Effective Partnership (as outlined in the CWDB’s [Essential Elements of High Road Training](#))

[Partnerships](#) document)?

- How has the project and partnership incorporated worker wisdom and worker voice? How has the worker been included via decision-making, career advancement and training opportunities, etc. in furtherance of the mutual goals of the work of the partnership?
- How has the project improved communication and overall relationship between employers and employees as a direct or indirect outcome of the mutual work of the partnership?
- How has the project and partnership led to improved labor market outcomes and career pathways for incumbent workers?
- How has the project and partnership led to improved labor market outcomes and career pathways for new workers?
- How has the project and partnership led to improved working conditions (e.g., occupational safety and health)?
- How has the project and partnership worked as a regional entity? Describe geographic, demographic, industry sector, or any other factors that made it regional.
- Which Climate Change Scoping Plan sector(s) has the project and partnership impacted and how?
  - In 2017, the CWDB was directed to produce a report on the employment and training implications of implementing California’s Climate Change Scoping Plan. The Scoping Plan organizes greenhouse gas emissions and associated climate policies and programs into six sectors: transportation, energy, industrial, waste, water, and natural and working lands (including agricultural lands). The CWDB’s AB 398 Climate and Labor Report will be organized the same way, determining the key industries and occupations involved in each Scoping Plan Sector first and then examining issues of job quality, job access, and just transition accordingly. In discussing equity and job access issues, the CWDB’s AB 398 report identifies industries and occupations where expansion or development of new H RTP projects would be most opportune.

## Reporting to the State

### Narrative & Supplemental Reporting

The CWDB will provide customized templates that include all required reporting fields. Grantees will be required to track and report out on all elements outlined in the Project Outcomes section of this RFA on a quarterly basis.

Required project, partnership, and participant data along with reporting dates will be

determined prior to grant implementation and will be shared with grantees prior to the start of the grant term.

## CalJOBS

Projects that directly serve participants will be required to track and enter all relevant participant data into CalJOBS. A single entity shall be identified in the narrative proposal and will 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 guidance providing specific information on the required data collection and reporting procedures. This guidance will be shared with applicable grantees prior to the start of the grant term.

## Period Review and Information Requests

The CWDB may conduct periodic reviews or request information from selected projects as needed throughout the grant term.

If a funding recipient is not performing in accordance with program requirements, the recipient will be subject to the remedies for non-performance.

## Grant Oversight

The CWDB Program Branch will provide day-to-day grant oversight and project management – this includes contract, fiscal, reporting, evaluation, and technical assistance. The CWDB is committed to using this grant program to implement continuous improvement, innovation, and system change strategies related to equity, climate, and jobs initiatives – which includes H RTP.

## Field Assistance

The CWDB Field Branch team will work with projects to provide technical assistance and engage in problem solving and capacity building in developing a High Road Sector Strategy.

## Funding

Funding under this RFA will be provided through the High Road Training Partnerships portion of the CWDB's GGRF allocation. 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 RFA.

## Grant Award

The CWDB is not putting a cap on grant awards. Funding requests should align with the applicants' scope of work, activities, and goals. Industry and region will also be taken into consideration. Funding amount requests should be clearly justified and outlined within the

Narrative, Budget Summary, and Budget Detail. If additional information is needed to justify funding requests the CWDB reserves the right to request additional information.

Only one budget may be submitted with the application on behalf of the partnership. The applicant, also referred to as the fiscal agent, is responsible for releasing and distributing funds to partnering organizations once awarded. Each contractor receiving money must be identified.

### Matching Funds Requirement

While not required, the CWDB strongly encourages applicants to leverage significant cash or in-kind support for project activities.

### Invoicing

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

For services satisfactorily rendered and upon receipt and approval of the invoices, the CWDB agrees to compensate the Contractor in accordance with the approved Budget Summary. The total invoiced amount shall not exceed the award amount. See Appendix A and exhibits. Grantee shall maintain thorough accounting ledgers to support all charges and year-to-date expenditures of grant funds.

### Activities

H RTP funds may be used for planning, design, development, piloting, and implementation activities. If services are provided directly to incumbent workers or job-seeker customers (referred to as “participants”) during the grant period, those services may be paid with this grant funding. These services should provide comprehensive, high-quality workforce development to participants, including, but not limited to, job training, supportive services, and placement assistance. All costs must be reasonable, justifiable, and serve the purpose of the H RTP program and specific project goals. The CWDB may ask for justification in order to approve costs prior to contract execution.

Due to the specific expertise needed to support and sustain a H RTP, funds may be used to pay for Technical Assistance (TA). TA scope of work, priorities, and activities will be up to the grantee to determine but must be focused on implementation strategies and solutions particular to the partnership, industry, and high road goals.

### Eligible Applicants

One entity will apply on behalf of the partnership and will assume the role of the fiscal agent. The CWDB recommends that the fiscal agent has experience managing state and/or federally

funded grants and organizing and coordinating project teams comprised of individuals from multiple organizations. The fiscal agent will be the first point of contact for the CWDB and is responsible for organizing, coordinating, and reporting out on activities, data, deliverables, and outcomes of the project and partnership.

Eligible applicants include, but are not limited to:

- Industry-based training providers
- Industry-based intermediaries including industry associations
- Labor organizations and labor-management partnerships
- Community-based organizations and non-profit organizations
- Public education entities and training providers
- Workforce intermediaries
- Local workforce development boards

# Section 2: Significant Dates

## Application & Award Timeline

Event	Date*
RFA Release	Friday, July 17, 2020
Application Workshops	Workshop 1: High Road Overview Friday, July 24, 2020, 10:30AM – 12:00PM  Workshop 2: GGRF & CCI Requirements Wednesday, July 29, 2020, 1:00PM – 3:00PM  Workshop 3: Technical Application Workshop Thursday, July 30, 2020, 1:00PM – 3:00PM
Q&A Postings	Weekly starting Friday, July 24, 2020  Final Q&A posting will be August 14, 2020. Final questions must be submitted by Thursday, August 13, 12:00PM Pacific Time.
Applications Due	Monday, August 17, 2020 by 3:00PM Pacific Time
Award Announcement	October 2020
Program Start Date*	January 1, 2021

\*Note – All dates after the final proposal submission deadline are approximate and may be adjusted as conditions dictate, without addendum to this RFA.

Grant Term is 24-months, January 1, 2021 – December 31, 2022.

### Application Workshop

Application Workshop details, including the webinar link and conference call information, will be sent to registered participants. Registration information can be found in your Invitation to Apply and on the webpage linked in the Invitation. Failure to attend the Application Workshop will not preclude the submission of an application.

Questions will be taken during each Application Workshop and accepted weekly via email until Thursday, August 13 (by 12:00PM Pacific Time). Final Q&A posting will be Friday, August 14, 2020. Questions and Answers shall be posted on the CWDB website on a weekly basis during the solicitation period. Emailed questions must be sent to [H RTP@CWDB.CA.GOV](mailto:H RTP@CWDB.CA.GOV).

*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.*

# Section 3: Application Submission Instructions

This RFA contains the requirements that applicant must meet in order to submit a responsive application. This 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 Interagency Agreements
- CCC - 04/2017- Contractor Certification Clauses effective

These documents can be found on the [Department of General Services website](#).

## Application Deadline

The deadline for applications is August 17, 2020 at 3:00PM Pacific Time. Late applications will not be accepted.

## Application Delivery Method

Applications must be submitted electronically to [HRTP@CWDB.CA.GOV](mailto:HRTP@CWDB.CA.GOV).

Application documents must be submitted in one .ZIP file using the naming convention:

“HRTP CCI\_Applicant Name”

Application forms should be in their original format unless they require a wet signature (e.g. Cover Page, Form 10: Worker's Compensation Certification, Form 11: Contractor Certification Clause, Form 12: Darfur Contracting Act Certification, and Form 13: Bidder Declaration) then they can be accepted in a Portable Document Form (PDF).

## Application Questions

Questions regarding this RFA shall be sent to via email to [HRTP@CWDB.CA.GOV](mailto:HRTP@CWDB.CA.GOV). Cumulative questions and answers shall be posted to the CWDB's website on a weekly basis until August 14, 2020 (questions must be submitted by Thursday, August 13, 2020, 12:00PM Pacific Time).

Please use “HRTP CCI Q&A” in subject line for all application/RFA related questions.

## Section 4: Application Requirements

All applications must adhere to the required format and, in order to be competitive, must include all of the requested information, completed forms, and attachments. **Applications that do not adhere to these requirements will be determined non-responsive and will not be considered for funding.**

All applications must use 12-point font. Project Narrative page limit is 25 pages and answers must be responsive and concise.

Form	Required	Template
Cover Page <i>Must be in PDF and have wet signature</i>	Yes	Yes
Form 1: Project Narrative <i>Page limit: 25</i>	Yes	Yes
Form 2: Project Matrix	Yes	Yes
Form 3: GHG Deliverables	Yes	Yes
Form 4: Benefitting Priority Populations	Yes	Yes
Form 5: Workplan	Yes	Yes
Form 6: Partner Roles & Responsibilities	Yes	Yes
Form 7: Budget Summary	Yes	Yes
Form 8: Budget Narrative	Yes	Yes
Form 9: Contracts	Yes	Yes
Form 10: Worker's Compensation Certificate	Yes	Yes
Form 11: Contractor Certification Clause CCC042017	Yes	Yes
Form 12: Dafur Contracting Act Certification	If Applicable	Yes
Form 13: Bidder Declaration	If Applicable	Yes

Form	Required	Template
MOUs/Partnership Agreement Letters/Letters of Commitment <i>Sample Agreement/MOU on page 46 of this RFA</i>	No	No
Proof of Registration with the California Secretary of State’s Office	If Applicable	No

**Application Forms**

The completed application forms above must be included with your response. These forms can be downloaded on the CWDB’s website. Please note this link is hidden and available to invite-only applicants through the closed application process.

The Application Documents Guide is included with the application forms and provides directions on how to complete each document. For questions on the forms, contact [HRTP@CWDB.CA.GOV](mailto:HRTP@CWDB.CA.GOV).

**Rubric Tables & Scoring Criteria**

Applications will go through a two-part review process. The initial Technical Review ensures that applications adhere to the requirements outlined above. Incomplete or unresponsive applications will be disqualified. Those that pass the Technical Review will continue to the next step to be scored.

## Technical Review Guidelines

Mandatory Criteria		
1. Eligible Applicants:	<input type="checkbox"/> Industry-based training providers <input type="checkbox"/> Labor organizations and labor-management partnerships <input type="checkbox"/> Community-based organizations and non-profit partnerships <input type="checkbox"/> Public education entities and training providers <input type="checkbox"/> Workforce intermediaries <input type="checkbox"/> Local Workforce Development Boards	<input type="checkbox"/>
2. Partnership requirements are met:	<input type="checkbox"/> Worker Representatives <input type="checkbox"/> Employers	<input type="checkbox"/>
3. Project meets GGRF requirements:	<input type="checkbox"/> Facilitation of GHG emission reduction <input type="checkbox"/> Benefits priority populations <input type="checkbox"/> At least 50% of project expenditures benefit priority populations <input type="checkbox"/> Maximizes co-benefits <input type="checkbox"/> Addresses at least one Climate Change Scoping Plan sector	<input type="checkbox"/>
4. Required forms are included in application. Application content is complete, responsive, and not missing information.		<input type="checkbox"/>

## Application Evaluation Scoring Rubric

Section	Evaluation Criteria	Points
Project Framework	<ul style="list-style-type: none"> <li>Is project-specific High Road vision and sector-based strategy prioritizing job quality, equity, career pathways and advancement, and economic and climate resilience articulated comprehensively and clearly?</li> <li>Are outcomes of past/existing H RTP work clearly identified?*</li> <li><i>*Note: Only existing H RTPs will be scored on this</i></li> <li>Are project goals, activities, outputs, and outcomes, including what project will do with direct funding and what will be achieved within the grant term clearly identified?</li> <li>Are approaches to skill delivery clearly identified along with participant goals (directly with grant funds and indirectly through the partnership)?</li> <li>How will project connect workers to high-quality jobs and/or entry-level work with clearly defined routes to advancement?</li> <li>How will project increase skills, opportunities, and career pipelines for disadvantaged populations project is targeting?</li> <li>Does project clearly outline key industry leaders that will participate in H RTP project and provide past and/or existing examples and history of experience that aligns with the H RTP framework?</li> <li>How will industry leaders – both labor and management – increase the health, safety, and professionalization of jobs in your sector?</li> <li>How will project and partnership prioritize worker voice?</li> </ul>	30

Section	Evaluation Criteria	Points
	<ul style="list-style-type: none"> <li>• How will partnership address worker, employer, and industry needs as they respond and adapt to climate change and environmental sustainability, including building community and economic resilience?</li> <li>• For regional projects, will project benefit priority populations by including workers and their representatives and community groups in comprehensive, regional economic and workforce planning?</li> <li>• Will project focus on an industry that drives the region.</li> <li>• Is Form 2: Matrix completed accurately and with sufficient detail (responding to all prompted questions and elements)?</li> </ul>	
Partnerships	<ul style="list-style-type: none"> <li>• Is experience and success working and convening employer and worker representatives to improve job training clearly outlined?</li> <li>• Are partners (existing and new) clearly identified along with status of relationship, priorities, and strategy to engage and work together throughout the grant term and beyond?</li> <li>• For regional projects, are key partners (existing and new) clearly identified from industry that drive the region?</li> <li>• Are core conveners of the partnership clearly identified, including individuals and organizations along with their role and commitment to engage and act on behalf of the partnership?</li> <li>• How will partnership convene, prioritize, and engage throughout the grant period – including reporting back to the state?</li> <li>• Is Form 6: Partner Roles &amp; Responsibilities completed accurately and with sufficient detail (responding to all prompted questions and elements)? Does it mirror responses within the Narrative?</li> </ul>	30
GGRF Requirements	<p><b>Facilitating Greenhouse Gas Reductions</b></p> <ul style="list-style-type: none"> <li>• How will project facilitate greenhouse gas emission reductions? Are specific outputs and outcomes identified along with metrics to determine success?</li> <li>• Does project serve at least Climate Change Scoping Sector?</li> <li>• Are industry and occupation(s) within the sector(s) clearly identified and does project adequately explain how partnership will positively impact the identified sector(s)?</li> <li>• How will project and partnership work to help improve climate change mitigation, climate adaptation, and/or climate resilience?</li> <li>• What critical skills issues will the partnership address in order to help the project’s industry sector face the challenges of climate change and environmental sustainability?</li> <li>• Do Narrative responses align with responses in Form 3: GHG Deliverables?</li> </ul> <p><b>Benefitting Priority Populations</b></p>	30

Section	Evaluation Criteria	Points
	<ul style="list-style-type: none"> <li>• Does at least 50% of project expenditures benefit priority populations? <ul style="list-style-type: none"> <li>◦ <i>5 Bonus Points available if project exceeds 50% threshold.</i></li> </ul> </li> <li>• Are priority population(s) and geographical area(s) to be served clearly identified?</li> <li>• Does project clearly describe strategy to target, engage, and support identified priority populations, including hiring and/or career advancement?</li> <li>• Are community and/or household needs that project will address clearly identified, including approach/approaches the partnership used to determine these priorities and needs?</li> <li>• Does project identify at least one direct, meaningful and assured benefit that project will provide to priority population(s) identified?</li> <li>• Is community input addressed and incorporated into project?</li> <li>• Do Narrative responses align with responses in Form 4: Benefitting Priority Populations?</li> </ul> <p><b>Maximizing Co-Benefits</b></p> <ul style="list-style-type: none"> <li>• What economic, environmental, and/or public health co-benefits will the project?</li> <li>• How will project/partnership address and deliver expected co-benefits?</li> <li>• When will co-benefits be achieved and realized by the project and how long will they be sustained?</li> </ul>	
Budget	<ul style="list-style-type: none"> <li>• Is Form 7: Budget Summary completed accurately? Does it mirror Form 8: Budget Detail?</li> <li>• Is Form 8: Budget Detail completed accurately and with sufficient detail (responding to all prompted questions and elements)? Does it mirror Form 7: Budget Summary?</li> <li>• Is Form 9: Contracts completed accurately? Does it mirror Form 7: Budget Summary &amp; Form 8: Budget Detail?</li> <li>• Are costs allowable and reasonable, supporting the H RTP framework and project goals?</li> <li>• If funding request exceeds \$1 million, does project provide sufficient justification?</li> </ul>	10
<b>TOTAL</b>		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. The CWDB may also consider other factors such as geographical size, population size, regional demand, etc. to determine funding award.

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.

### Requests for Additional Information

The CWDB may request additional information during the review process (prior to award announcements). Requests for additional information occur in situations where mandatory criteria and requirements have been met, but further clarification or elaboration is needed before making an official award. The CWDB will do this based on availability of remaining funds and will be determined based on highest to lowest scores. Projects that submit complete and thorough applications where additional information and clarification is not needed will be given priority in the award process.

### 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 3:00PM Pacific Time on August 17, 2020;
- 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.

## Appeal

If the applicant disputes an action of the CWDB, the applicant may appeal to the State Board's Executive Director or designee. Such appeals shall be filed within 7 calendar days of the notification from applicant 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 State Board's Executive Director will review the correspondence and related documentation, and render a decision of the appeal within calendar days, except in those cases where the applicant withdraws or abandons the appeal. The procedural time requirement may be waived with the mutual consent of the applicant and the Executive Director.

## 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.

# Section 5: Glossary

## Climate Change Terminology

### Scoping Plan Sectors

California's 2017 Climate Change Scoping Plan categorizes economic sectors according to the sources of greenhouse gas emissions and the corresponding climate measures that have been, and could be, developed to reduce those emissions. The following provides a brief description of the Scoping Plan sectors. For more information, please refer to the Scoping Plan available on CARB's website at [https://ww3.arb.ca.gov/cc/scopingplan/scoping\\_plan\\_2017.pdf](https://ww3.arb.ca.gov/cc/scopingplan/scoping_plan_2017.pdf).

#### Transportation

This sector covers the greenhouse gas emissions from a wide range of vehicles and equipment used to move people and freight, including on- and off-road mobile sources of pollution (e.g., cars, trucks, locomotives, ships, aircraft, and various cargo-handling equipment). The three primary strategies to reduce greenhouse gas emissions from the transportation sector are: replacing conventional vehicles and equipment with zero- and near-zero-emission options; lowering the carbon intensity of transportation fuels; and reducing the number of vehicle miles traveled. Transportation currently accounts for 40.1 percent of California's greenhouse gas emissions.

#### Industrial

This sector covers the emissions from major emission-intensive production facilities, including oil refineries, cement, food processing, paper products, metals, and others; the sector includes oil and gas production. A key emission reduction measure is the Cap-and-Trade Program, which puts a price on carbon dioxide (CO<sub>2</sub>) emissions and allows entities covered by the program to determine the most cost-effective method of reducing emissions. Other strategies include regulations that require or provide incentives for fuel switching, energy efficiency improvements, and modifying industrial processes. The manufacturing of low-carbon products that can substitute for emission-intensive products is also addressed in the industrial sector chapter of the 2017 Climate Change Scoping Plan. Emissions of high global warming potential (high-GWP) gases, like refrigerants, are counted in the industrial sector as well. High-GWP gases are a growing emission source and can be lowered by reducing leakage and by shifting to alternatives with lower global warming potential. The industrial sector currently accounts for 25.8 percent of California's greenhouse gas emissions.

#### Energy

This sector covers the greenhouse gas emissions from the generation of electricity (in-state and imported) and the consumption of electricity and thermal energy in residential and commercial buildings. The primary strategies to reduce greenhouse gas emissions from the energy sector

are: switching from fossil fuels to renewable energy sources, and conserving energy and improving efficiency in residential and commercial buildings (industrial energy efficiency and water efficiency are addressed in the industry and water chapters, respectively). Energy currently accounts for 24.4 percent of California’s greenhouse gas emissions.

### Natural and Working Lands (including Agriculture)

This sector includes emissions from livestock, crop growing and harvesting, and other general fuel use by agriculture. Strategies and initiatives are in place to capture methane from dairies and other animal husbandry, improve crop production techniques and soil health for carbon capture, and reduce emissions from farm operations. This sector also covers California’s forests and other wildlands, as well as urban parks and greenspace; these emissions have not yet been quantified and are not included in the emissions data for this sector. Forest management and fire protection strategies to minimize black carbon emissions and increase carbon capture and sequestration are currently in development, as are incentives to promote healthy soils, rehabilitate wetlands and tidal environments, and promote greater adoption of land conservation practices. Agriculture currently accounts for 7.6 percent of California’s greenhouse gas emissions.

### Waste

This sector covers the emissions from landfills and other waste treatment facilities. Strategies to reduce emissions from the waste sector involve diverting waste from landfills to other types of facilities (recycling, composting, reuse, and remanufacturing); reducing solid waste generation (through packaging reduction and edible food rescue/recovery efforts); and capturing methane emissions from waste facilities to generate energy. Waste currently accounts for 2.1 percent of California’s greenhouse gas emissions.

### Water

This sector covers the emissions from the “water-energy nexus”—power consumed to heat and cool water in residential and commercial buildings and for industrial processes, and power needed for water conveyance, treatment, and distribution. Strategies to reduce emissions from the water sector include: water conservation and efficiency; use of renewable energy in major water operations; and deployment of lower emission technologies for water treatment and groundwater remediation and recharge. Emissions from the water sector are accounted for within other sectors.

### Climate Protection Strategies

The following strategies and examples are described in terms of labor and work to help HRTTP applicants understand the connection between facilitating greenhouse gas emission reductions and industries, occupations, and workforce development. The examples below are neither exhaustive nor mutually exclusive (i.e., a single action or measure could contribute to climate change mitigation, adaptation, and resilience).

## Climate Change Mitigation

Actions that reduce greenhouse gas emissions or increase carbon sequestration.

- **Examples:** Manufacture zero-emission cars and trucks and install more efficient equipment (e.g., lighting, HVAC, appliances) in homes and non-residential buildings (*reduce emissions*). Plant trees and practice farm management techniques that build soil organic matter (*increase sequestration*).

## Climate Adaptation

Actions that prevent or minimize the damage caused by adverse climate change impacts on people or ecosystems.

- **Examples:** Build community cooling centers and manage vegetation near power lines, and plant drought-tolerant crops.

## Climate Resilience

Actions that increase the capacity of people or ecosystems to prepare for, and respond to, adverse climate change impacts.

- **Examples:** Move key infrastructure away from coastlines, construct microgrids for energy distribution, and practice agroforestry.

# Section 6: Appendices

## Appendix A – Sample Standard Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES			
<b>STANDARD AGREEMENT</b>		AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (if Applicable)
STD 213 (Rev. 03/2019)			
1. This Agreement is entered into between the Contracting Agency and the Contractor named below:			
CONTRACTING AGENCY NAME The California Workforce Development Board (CWDB)			
CONTRACTOR NAME (Successful Respondent)			
2. The term of this Agreement is:			
START DATE 9/1/2020			
THROUGH END DATE 8/31/2022			
3. The maximum amount of this Agreement is:			
4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.			
Exhibits	Title		Pages
Exhibit A	Scope of Work		
Exhibit B	Budget Detail and Payment Provisions		
Exhibit C *	General Terms and Conditions		
+			
-			
<i>Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at <a href="https://www.dgs.ca.gov/CLS/Resources">https://www.dgs.ca.gov/CLS/Resources</a></i>			
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.			
<b>CONTRACTOR</b>			
CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)			
CONTRACTOR BUSINESS ADDRESS		CITY	STATE ZIP
PRINTED NAME OF PERSON SIGNING		TITLE	
CONTRACTOR AUTHORIZED SIGNATURE		DATE SIGNED	
<b>STATE OF CALIFORNIA</b>			
CONTRACTING AGENCY NAME California Workforce Development Board			
CONTRACTING AGENCY ADDRESS 800 Capitol Mall, Suite 1022		CITY	STATE ZIP
PRINTED NAME OF PERSON SIGNING Laura Caputo		TITLE	
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (if Applicable)	

## Appendix A – Sample Standard Agreement (Continued)

### Exhibit A – Sample Agreement

#### Scope of Work

1. This Agreement is entered into by and between the California Workforce Development Board, hereinafter referred to as CWDB, and XXXXXXXXXXXX, hereinafter referred to as the Contractor, for the purpose of providing workforce training services in accordance with Request for Applications (RFA) No. 55983.
2. The project representatives during the term of this agreement will be:

**State Agency**

**Contractor**

California Workforce Development Board

ATTN: Emily Sunahara

800 Capitol Mall, Suite 1022

Sacramento, CA 95814

[Emily.Sunahara@cwdb.ca.gov](mailto:Emily.Sunahara@cwdb.ca.gov)

## Appendix A – Sample Standard Agreement (Continued)

### 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**

1. For services satisfactorily rendered and upon receipt and approval of the invoices, CWDB agrees to compensate the Contractor in accordance with Form 7, 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 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: HRTP Program Team

800 Capitol Mall, Suite 1022, MIC 45

Sacramento, CA 95814

3. The Grantee is responsible for ensuring that invoices submitted to CWDB claim actual expenditures for eligible project costs under Form 7: Budget Summary and Form 8: Budget Narrative. The Grantee shall, upon demand, remit to CWDB 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.

**B. California Prompt Payment Clause**

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

**C. Withholding of Grant Disbursements**

1. 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.
2. The CWDB 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, the CWDB 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.

**Form 7: 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	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
2 Staff Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
<b>3 Operating Expenses</b>								
Facilities Rent	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
Office Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
Communications	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
<b>4 Equipment Purchases &amp; Furniture</b>								
Purchases	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
Leases	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
5 Instructional Materials and Supplies	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
6 Tuition Payments/Vouchers	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
7 Training Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
8 Work Experience Wages - WEX	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
9 Supportive Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
10 Indirect Costs*	\$0.00			\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
11 Other Program Services	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		<input type="checkbox"/> Cash <input type="checkbox"/> In-Kind
<b>Budget Total</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		

	Total Cost	Percentage
<b>Admin &amp; Indirect Costs Total*</b>	\$0.00	#DIV/0!
<b>Program Total</b>	\$0.00	#DIV/0!
<b>Grant Budget Total</b>	<b>\$0.00</b>	<b>#DIV/0!</b>

\*Administrative Costs and Indirect Costs not to exceed 10% of the total grant amount.

**Form 8: Budget Narrative of Sample Standard Agreement**

1. Staff Salaries and Fringe Benefits				
Job Titles of Staff; Roles and Responsibilities	Salaries (FTE x Monthly Salary x Months Allocated to Project)	Benefit %	Total Benefits (Salaries x Benefit %)	Total Salaries (Salaries + Benefits)
				\$0.00
				\$0.00
				\$0.00
				\$0.00
				\$0.00
<b>Subtotal</b>	\$0.00	0%		\$0.00
Budget Line Item	Narrative Details			Budget Amount
<b>2. Staff Travel</b>				\$0.00
3. Operating Expenses				
Facilities Rent				\$0.00
Office Supplies				\$0.00
Communications				\$0.00
Other				\$0.00
4. Equipment Purchases & Furniture				
Purchases				\$0.00
Leases				\$0.00
<b>5. Instructional Materials and Supplies</b>				\$0.00
<b>6. Tuition Payments/Vouchers</b>				\$0.00
<b>7. Training Costs</b>				\$0.00
<b>8. Work Experience Wages - WEX</b>				\$0.00
<b>9. Supportive Services</b>				\$0.00
<b>10. Indirect Costs</b>				\$0.00
<b>11. Other Program Services</b>				\$0.00
<b>Total Budget Amount of Awarded Fund:</b>				<b>\$0.00</b>

## Appendix A – Sample Standard Agreement (Continued)

### 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 the 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 the 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 the 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 the CWDB 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 7 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 7 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 the CWDB with regard to the performance of this agreement.

8. Data Requests

Contractor shall cooperate with the CWDB 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 the CWDB, which is attached to and made a part of this Agreement. Review and approval by the CWDB is solely for the purpose of proper administration of grant funds by the CWDB 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 the CWDB.

13. Grantee shall cooperate with the CWDB 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 CWDB may request additional information regarding a consultant’s economic interests. If the additional information is not provided to the satisfaction of the

CWDB, 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 Statement of Economic Interests, [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 Memorandum of Understanding Template

All *italicized* sentences are considered instructions and should be deleted prior to the submission of the final MOU.

- A. This Memorandum of Understanding (MOU) is entered into by and between: *Provide the agency name and a brief description of each agency.*
- B. **Purpose.** *State the purpose of the MOU. Include statements that explain how the collaborative relationship enhances or benefits the Applicant’s program;*
- C. **Roles and Responsibilities.** *Clearly describe and delineate 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. This may be contribution of staff time, in-kind contributions of space or materials, delivery of program services, provision of training or staff expertise, etc.*

Agency A agrees to:

Responsibility/Activity	Responsibility/Activity

Agency B agrees to:

Responsibility/Activity	Responsibility/Activity

- D. **Reporting Requirements and Data Entry.** *Describe who will be responsible for collecting, collating and submitting data as per the project target outputs and outcomes.*
- E. **Leverage Resources.** *Identify the leverage sources and describe how the partnership will utilized the funds for the project.*
- F. **Timeframe.** *Clearly state the time period that this MOU will be in effect.*

This MOU will commence on (insert date) and will dissolve at the end of the grant funding period on (insert date).

- F. **Confidentiality.**

In order to ensure the safety of clients, all parties to the Memorandum of Understanding agree to adhere to the confidentiality expectations as outlined in the Grant Agreement.

The designated lead agency accepts full responsibility for the performance of the collaborative organizations/agencies.

This Memorandum of Understanding is the complete agreement between **(Agency A)** and **(Agency B)**, and may be amended only by written agreement signed by each of the parties involved.

*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.*

<p><b><u>AGENCY A</u></b></p> <p>Authorized Official: _____ Signature Date</p> <p>Printed Name and Title: _____</p> <p>Agency name: _____</p> <p><b><u>AGENCY B</u></b></p> <p>Authorized Official: _____ Signature Date</p> <p>Printed Name and Title: _____</p> <p>Agency name: _____</p> <p><b><u>AGENCY C</u></b></p> <p>Authorized Official: _____ Signature Date</p> <p>Printed Name and Title: _____</p> <p>Agency Name: _____</p>
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Appendix C – Intentionally Omitted

## 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.

### 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 [2 Code of Federal Regulations parts 215 and 220](#).

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
<p><b>Advertising Costs</b> are those that are solely for:</p> <ul style="list-style-type: none"> <li>• The recruitment of personnel required for the performance by the institution of obligations arising under a sponsored;</li> <li>• The procurement of goods and services for the performance of a sponsored agreement;</li> <li>• 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</li> <li>• Other specific purposes necessary to meet the requirements of the sponsored agreement.</li> </ul> <p><b>Public Relations Costs</b> are those that are solely for:</p> <ul style="list-style-type: none"> <li>• Costs specifically required by the sponsored agreement;</li> <li>• 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 agreement); or</li> </ul> <p>Costs of conducting general liaison with news media and government public relations officers, to the extent that such activities are limited to communication and liaison necessary keep the public informed on matters of public concern, such as notices of Federal contract/grant awards, financial matters, etc.</p>	<p><b>Advertising and Public Relations Costs</b> include the followings:</p> <ul style="list-style-type: none"> <li>• All advertising and public relations cost unless specified as allowable;</li> <li>• Costs of meetings, conventions, convocations, or other events related to other activities including costs of displays, demonstrations, and exhibits;</li> <li>• Costs of meeting rooms, hospitality suites, and other special facilities used in conjunction with shows and other special events;</li> <li>• Salaries and wages of employees engaged in setting up and displaying exhibits, making demonstrations, and providing briefings;</li> <li>• Costs of promotional items and memorabilia, including models, gifts, and souvenirs; and</li> <li>• Costs of advertising and public relations designed solely to promote the institution.</li> </ul>
<p><b>Audit Costs</b> (can be included in indirect cost)</p>	<p><b>Alcoholic Beverages</b></p>
<p><b>Communication Costs</b> (telephone, telegrams, postage, messenger)</p>	<p><b>Alumni Activities</b></p>
<p><b>Personnel Services</b></p>	<p><b>Bad Debts</b></p>
<p><b>Equipment Costs</b> 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</p>	<p><b>Entertainment Costs</b></p>
<p><b>Materials &amp; Supply Costs</b> (only those actually used for performance of sponsored agreement)</p>	<p><b>Contingencies</b></p>
<p><b>Meetings and Conferences</b> primary purpose of dissemination of technical information are allowable. This includes costs of transportation, rental of facilities, speakers’ fees, and other items incidental to such meetings or conferences.</p>	<p><b>Losses on Other Sponsored Agreements or Contracts</b></p>
<p><b>Supportive Services</b> and job readiness costs that bridge activities leading to enrollment in long-term training programs that can include services to pre-eligible participants for entry into the program.</p>	<p><b>Lobbying</b></p>
<p><b>Travels</b> (In-state and <u>approved</u> out-of-state travel and follow state travel rate set in accordance with California Department of Human Resources)</p>	<p><b>Out-of-State Travels</b> without prior approval</p>

## Appendix E – Sample Service Cash Invoice

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 will contact the contractor to assist in resolving any issues.

A sample SCI is located on page 57 of this RFA. An electronic version of the SCI form will be provided prior to the start of the grant term.

### **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 their first invoice, the invoice # is: 1. If the contractor is submitting their fifth invoice, the invoice number is: 5)*

### **C. Invoice Period: From : To:**

Provide the date range of which the SCI form is requesting reimbursement for from CWDB. 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 Form 7 Budget Summary. It is also in the same sequence as listed on the Form 7 Budget Summary. Do not combine or separate budget line items. Here is a list of things to consider when reporting expenditures:

- Use your Form 7 Budget Summary 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 the Total Expenditures row.

**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 CWDB 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

<b>Date of Request</b>									
<b>Invoice Number</b>									
<b>Invoice Period</b>									
<b>Contract Number</b>									
<b>Grantee Name</b>		<b>For State Use</b>							
<b>Full Address</b>		<b>Phone Number</b>							
<b>Invoice Contact</b>		<b>Email Address</b>							
<b>Line Items</b>	<b>Admin*</b>	<b>In-House</b>	<b>Contracted</b>	<b>Monthly Expenditures</b>	<b>Cumulative Expenditures</b>	<b>Monthly Leveraged Expenditures</b>	<b>Type of Leverage Funding</b>	<b>Cumulative Leveraged Expenditures</b>	
1	Staff Salaries & Fringe Benefits			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
2	Staff Travel			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
3	<b>Operating Expenses</b>								
	- Facilities Rent			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
	- Office Supplies			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
	Communication			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
	- Other (Describe)			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
4	<b>Equipment Purchases &amp; Furniture</b>								
	- Purchases			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
	- Leases			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
5	Instructional Materials and Supplies			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
6	Tuition Payments/ Vouchers			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
7	Training Costs			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
8	Work Experience Wages (WEX)			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
9	Supportive Services			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
10	Indirect Costs			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
11	Other Program Services			\$0.00			<input type="checkbox"/> Cash <input type="checkbox"/> In-kind		
<b>TOTAL EXPENDITURES</b>		<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		<b>\$0.00</b>	
		<b>Total Cost</b>	<b>Percentage</b>						
<b>Total Admin*</b>			#DIV/0!						
<b>Total Program</b>			#DIV/0!						
<b>Total Budget Amount</b>			#DIV/0!						
<i>*Administrative Costs not to exceed 10% of total budget</i>									