



# HIGH ROAD

## TRAINING PARTNERSHIP

High Road Training Partnerships  
Resilient Workforce Fund (RWF) Program

Open Funding Solicitation

## Contents

Section One. Program Overview.....	3
Introduction .....	3
Background: About High Road Training Partnerships .....	3
H RTP Project Types .....	4
Project Goals.....	5
Establishing the Partnership .....	6
Required Partners .....	6
Encouraged Partners .....	7
Target Populations.....	8
Outcomes.....	10
Eligible Applicants .....	10
Section Two. Process and Timeframes .....	11
Section Three. Grant Proposal and Application Submission Instructions .....	12
Creating and Logging in to Your Cal E-Grants Account.....	12
Grant Proposal Elements (Open to All) .....	13
Application Elements (Invitation Only).....	14
Cover Page .....	15
Serving Participants .....	15
Project Narrative.....	15
Deliverables .....	15
Expenditure Plan.....	15
Budget Narrative.....	16
Supplemental Budget .....	16
Budget Summary .....	16
Work Plan.....	17
Participant Plan.....	18
Partner Roles & Responsibilities.....	18
Selection Process .....	18
Section Four. Funding Requirements .....	18
Funding .....	18
Allowable Use of Funds .....	19
Indirect Costs .....	19

Procurement .....	19
Section 5. Scoring Criteria.....	20
Project Scoring Summary.....	20
Project Scoring Detail.....	20
Rejection of Funding Request.....	22
Appeal .....	23
Disposition of Application.....	23
Section Six. Reporting Requirements .....	24
Quarterly Narrative & Reporting .....	24
Periodic Review and Information Requests .....	24
Grant Oversight.....	24
CWDB Support .....	24
Invoicing.....	24
Section Seven. Appendices.....	26
Appendix A – Sample Standard Agreement .....	26
Appendix B – Allowable Expenditures Guidance.....	32

## Section One. Program Overview

### Introduction

The California Workforce Development Board (CWDB), in partnership with the Labor and Workforce Development Agency (LWDA), is pleased to announce High Road Training Partnerships Resilient Workforce Fund (RWF) to advance a field of practice that simultaneously addresses urgent questions of income inequality, economic competitiveness, and climate change through regional skills strategies designed to support economically and environmentally resilient communities across the state.

### Background: About High Road Training Partnerships

Starting in 2016, the CWDB invested in eight High Road Training Partnerships (HRTPs) 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. HRTPs are industry-based, worker-focused training partnerships that build skills for California’s high road employers – firms that compete based on the 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.<sup>1</sup>

The HRTPs 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 interrelated elements are essential to operating as a successful HRTP:

- 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 a 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.

---

<sup>1</sup> Per Chapter 3 of Division 7 of the California Unemployment Insurance Code Section 14055.1(b) “High Road Training Partnerships” are defined as “the programs administered or overseen by the board, to model strategies for the state to develop industry-based, worker-focused training partnerships that deliver equity, sustainability, and job quality and address questions of income inequality, economic competitiveness, and climate change through regional skills development designed to support communities across the state. To be similar to the High Road Training Partnership, another workforce training program shall have similar objectives and employ similar strategies to achieve those objectives.”

- 3) **Worker Wisdom:** These HRTPs 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](#).

## H RTP Project Types

The H RTP RWF initiative will fund 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. While some projects may fit within more than one of the project types below, applicants will need to identify and select one project type that **best** describes the current phase of their project and its planned activities over the proposed grant period.

### Planning and Arranging

- Research and development to identify and convene key stakeholders to convene and lead industry and regional conversations, including: industry leaders, community-based organizations, labor, environmental and social justice groups, civic leaders, and others.
- Conducting an industry analysis to determine needs within a region and industry.

### Emerging

- Increasing skills and opportunities for those at the lower end of the labor market while establishing pipelines within key industries for underserved, underemployed, and under-resourced individuals and communities
- Connecting workers to high-quality jobs or entry-level work with clearly defined routes to advancement
- Supporting both labor and management to increase productivity by increasing the health, safety, and specialization of jobs in a particular sector
- Ongoing inclusion of worker voice to fully understand dynamic workforce needs and effectively facilitate worker participation in design, delivery, and program evaluation
- At least one (1) effective, industry-recognized career pathway for a specific industry or industry cluster based on mapping knowledge, skills and abilities, and skill attainment at multiple entry and exit points
- Addressing worker, employer, and industry needs as they respond and adapt to climate change; increasing environmental sustainability and building community and economic resilience

### **Thriving and Growing**

- Expanding an existing H RTP into a new region through collaboration with local stakeholders
- Operating under a shared, long-term strategic plan, Memorandum of Understanding (MoU), road map, etc.
- Advancing broad industry engagement with all partners playing active roles in partner activities

### **Project Goals**

The CWDB understands long-term, low-wage work is a significant problem for the future of California and seeks to build systems to promote access and advancement to better-paying jobs. This initiative will continue to tackle this issue by focusing on industry as an organizing principle and building partnerships that develop skills employers need in ways that secure stronger economic opportunities for low-income workers.

Furthermore, mitigating or adapting to climate disruption and environmental threat requires skill shifts not only through transportation, construction, and energy but also in sectors such as healthcare, hospitality, information technology, and emergency services.

Investments in a skilled workforce promote energy, water, and fuel efficiency, build and capture the value of low-carbon technology, and support healthy, economically resilient communities. This requires intentional, strategic workforce development driven by collaborative regional training partnerships serving multiple employers in key industries.

### **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).

## Establishing the Partnership

HRTPs 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, HRTPs will not only facilitate much-needed communication between labor market supply and demand but broker that relationship. Successful HRTTP 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.

## 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 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 have the strength to mediate conflict among stakeholders.

### **Employers**

California-based employers understand the workforce needs unique to their industry and can serve as economic anchors for resilient communities. They offer industry analyses about the 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, retraining, 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.

### **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 (CBOs), 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.

### **Encouraged Partners**

These are key partners, committed to sustained involvement, part of a durable infrastructure that allows collaborative problem solving beyond any particular training or grant. They invest the time, energy, and resources to working together and building the partnership itself.

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

CBOs are local non-profit groups that have considerable experience and capacity working with and providing support 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.

### **Environmental and Environmental Justice Organizations**

Climate change does not impact all communities equally. Low-income communities and communities of color bear a disproportionate burden of high pollution industries and face 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 to close this gap through targeted investment in these



communities. Engagement with CBOs 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.

### **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 and offering a bridge to more advanced degrees.

### **Local Workforce Development Boards**

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). WDBs provide day-to-day administrative and policy oversight for the delivery of services to job seekers and businesses. The specific service strategies of a WDB are designed to reflect regional labor market needs, local economic and social conditions, and demographics, and they must be consistent with the policy direction of the [California's Unified Strategic Workforce Development Plan \(State Plan\)](#). Accordingly, WDBs are the central partners in carrying out the State Plan. WDBs will be crucial to partnerships in understanding regional demand and priorities, leveraging existing programs and funding, case management, and job placement assistance.

## Target Populations

H RTP RWF funding is intended to serve a broad and diverse range of participants. Applications should propose to serve target populations including, but not limited to, the following:

- **English Language Learners<sup>2</sup>:** An English Language Learner (ELL) is defined as a person who has limited ability in speaking, reading, writing, or understanding the English language and (a) his or her native language is a language other than English, or (b) he or she lives in a family or community environment where a language other than English is the dominant language.
- **Homeless and Housing Insecure<sup>3</sup>:** A homeless and/or housing insecure individual lacks a fixed, regular, and adequate nighttime residence; has a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings; is living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements; is an unaccompanied or

---

<sup>2</sup> WIOA Public Law 113-128, Section 203(7)(a) and (b)

<sup>3</sup> 42 U.S.C. Section 11302 103(a) and (b)

migratory youth; and/or is fleeing domestic violence or life-threatening conditions in the individual's current housing situation.

- **Justice-involved Individuals**<sup>4</sup>: A justice-involved individual is defined as an adult or juvenile (a) who is or has been subject to any stage of the criminal justice process, and for whom services may be beneficial, or (b) who requires assistance in overcoming artificial barriers to employment resulting from a record of arrest or conviction.
- **People with Disabilities**<sup>5</sup>: People with Disabilities (PWD) is an individual who identifies as a person with a physical or mental impairment that substantially limits one or more major life activities of such individual, has a record of such impairment, or is regarded as having such an impairment.
- **Veterans**<sup>6</sup>: A veteran is a person who served in the active military, naval, or air service and who was discharged or released under conditions other than dishonorable. The eligible participants in this program are veterans in at least one of the following priority groups. Each group is different and has characteristics however, individual veteran participants can belong to more than one group.
- **Youth**<sup>7</sup>: For the purposes of this RFA, a youth is an individual that meets the criteria for WIOA eligible out-of-school youth ages 18-24.
- **Immigrants/Refugees**<sup>8</sup>: An immigrant is defined as a citizen and national of the United States (U.S.); a lawfully admitted permanent resident; a refugee; an asylee; a parolee; an eligible migrant or seasonal farmworker; or another immigrant authorized by the attorney general to work in the U.S.
- **Other Under-resourced Communities**: Including but not limited to residents of disadvantaged communities<sup>9</sup>, low-income communities<sup>10</sup>, low-income households<sup>11</sup>,

---

<sup>4</sup> WIOA Public Law 113-128, Section 3(38)(a) and (b)

<sup>5</sup> 42 U.S.C. Section 12102 1(a)(b)(c)

<sup>6</sup> 38 U.S.C. Section 101

<sup>7</sup> WIOA Public Law 113-128, Section 129(a)(1)(B)

<sup>8</sup> WIOA Public Law 113-128, Sections 167(1) and 188(a)5

<sup>9</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 map of SB 535 disadvantaged communities can be found on the CalEPA's [Office of Environmental Health Hazard Assessment \(OEHHA\)](#) website.

<sup>10</sup> Low-income communities (LICs) are census tracts with median household incomes at or below 80 percent of the statewide median income or with median household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's (HCD) State Income Limits adopted pursuant to [California Health and Safety Code, Section 50093](#).

<sup>11</sup> Low-income households (LIHs) are those with household incomes at or below 80 percent of the statewide median income or with household incomes at or below the threshold designated as low-income by the Department of Housing and Community Development's (HCD) State Income Limits adopted pursuant to Section 50093.

underserved populations as defined under Executive Order 13985<sup>12</sup>, Native American communities, Communities of Color, and unemployed individuals. Applicants will be asked to provide a clear definition of any target populations not defined in this document.

## 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 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 partnership's proposed outcomes. The CWDB will provide additional instructions on reporting outcomes to awarded applicants.<sup>13</sup>

## Eligible Applicants

One entity will apply on behalf of the partnership and 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 capacity for coordinating project teams comprised of representatives from multiple organizations. The fiscal agent will be the first point of contact for the CWDB and is responsible for organizing, coordinating, and reporting 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
- California Department of Education – Local Educational Agencies
- California Community College Districts
- California State Registered Apprenticeship Programs
- Workforce intermediaries
- Local workforce development boards

---

<sup>12</sup> <https://www.whitehouse.gov/briefing-room/presidential-actions/2021/01/20/executive-order-advancing-racial-equity-and-support-for-underserved-communities-through-the-federal-government/>

<sup>13</sup> For an example of outcomes collected from previous H RTPs, see [The High Road to Economic Prosperity](#) report.

## Section Two. Process and Timeframes

Event	Details
Grant Proposal	Grant Proposals (Proposals) can be submitted via the <a href="#">Cal E-Grants portal</a> . Proposals will be evaluated during designated periods within each quarter. Proposals must be received by 5:00 p.m. on the first day of each quarter (JAN, APR, JUL, OCT) to be considered that quarter.
Grant Proposal Review	The Proposal review period will be approximately three (3) to five (5) weeks
Invitation to Apply	Successful Proposals will be invited to complete a full Application via the Cal E-Grants portal.
Applications Due	Successful Grant Proposals will receive notification that they have been invited to apply for a specified funding amount. Once invited to complete an application, the applicant will have up to four (4) weeks to do so.
Award Announcement	Awards will be announced on a quarterly basis.
Grant Term	Up to three years from the contract start date.

\*All dates after the full application submission deadline on the [Cal-E-Grant website](#) may be adjusted without an addendum to this Solicitation for Funding Opportunity.

Significant dates, including cutoff dates and review periods, will be posted on [H RTP RWF webpage](#).

## Section Three. Grant Proposal and Application Submission Instructions

Applying for H RTP RWF funding entails a two-step process described below. In each step of the process, applications must be submitted electronically through the [Cal E-Grants website](#). Only applications submitted through the Cal E-Grants application portal will be considered. Paper applications will not be accepted and will be automatically disqualified.

Access applications on the [Cal E-Grants website](#) under the **Funding Opportunities** tab. Select the H RTP RWF grant link from the dropdown menu under **CWDB Grant Opportunities**.

### **Step 1: Grant Proposal**

Interested applicants must submit an initial Grant Proposal on the Cal E-Grants portal. Proposals will be reviewed and evaluated based on alignment with the [Essential Elements of High Road](#). By responding to the prompts, the Grant Proposal should provide an overview of the project concept.

The grant proposal will serve as a screening tool and will be reviewed and evaluated to determine whether it meets the criteria outlined in this solicitation. Upon submitting a grant proposal, applicants will either be invited to apply or notified by the CWDB that the proposal has not been accepted. Grant Proposals that successfully meet the CWDB's [evaluation criteria](#) will be invited to submit an application as described in Step 2.

### **Step 2: Application**

Applicants whose Grant Proposal is selected will be invited to submit an application through the Cal E-Grants system. In this step, prospective grantees will be invited to apply for a specified funding amount based on information submitted in the Grant Proposal process described above.

In this step, applicants will complete a full application package which includes necessary documentation required to enter into a contract with CWDB, and will ultimately move into contracting and onboarding into the H RTP field of practice. The complete application will include a detailed work plan, deliverables, partner commitments, participant plan (if applicable), and comprehensive budget exhibits.

## Creating and Logging in to Your Cal E-Grants Account

Creating an account on Cal E-Grants is the first action grantees must take in the application process. Applicants will not be able to access the online Grant Proposal without first creating an individual account.

If you do not already have an account for the [Cal E-Grants website](#), please click the **Sign Up** link in the middle of the webpage. If a Cal E-Grants account already exists for your organization,

please request your organization's primary account holder add the applying user via the system's "Add User" function. Otherwise, please continue to register for a User Account by providing the required information.

After completing the Sign-Up Request process, an email will be sent to the email address provided, containing your username and instructions to log in.

Once logged in, select the 'Apply' Button in the right-hand corner of the page.

Help resources are available on [CWDB's RWF web page](#).

## Grant Proposal Elements (Open to All)

For Step 1 of the application process, applicants will be asked to complete the elements described below:

### Cover Page

Applicants will be asked to input information about their organization and proposed project, including the following:

- Lead Agency Applicant
- Project Name
- Whether the project is serving participants
- Requested Funding Amount
- Matching Funds\*
- Total Project Budget
- Applying Organization's Contact Information
- Applying Organization's DUNS Number
- Primary Point of Contact Information

\*Matching funds are encouraged but not required.

### Narrative

Applicants will be asked to respond to the following prompts in the narrative section:

- Identify the category or categories that best describe the planned activities<sup>14</sup>
- Identify and describe the employer/s.
- Identify and describe the worker representative/s (e.g., Labor).
- Identify and describe partner organizations.
- Provide an overview of the concept that is being proposed.

---

<sup>14</sup> See [HRTP Project Types](#) section of this document for more information

- Equity is building economic opportunity and mobility for all workers to access to quality jobs, structural opportunities for upward mobility, and safe and healthy workplaces. Based on this definition, how will your project address equity?
- Incorporating worker wisdom or worker voice explicitly throughout all aspects of the partnership is an integral component of HRTPs. How will worker voice be prioritized and incorporated?
- Job quality includes better wages, benefits, paid sick leave, predictable scheduling, opportunities for training and advancement, worker voice, etc. How will your project address job quality?
- California strives toward achieving a carbon-neutral economy and workers will be at the center of this effort. Please describe how your project will address climate mitigation, adaptation, and/or resilience.
- Describe how your project has or will:
  - Provide large-scale industry impact.
  - Improve and/or increase opportunities for skill attainment for retention, upskilling or placement in quality jobs.
  - Deliver positive outcomes for people who experience barriers to employment.
  - Develop and expand career pathways within key industries for populations who have experienced barriers to employment.
  - Support both labor and management to increase productivity by increasing the health, safety, and specialization of jobs in a particular sector.
  - Increase opportunity for skills attainment for those at the lower end of the labor market.
  - Address skill needs in new and emerging industries, specifically those which center on environmental sustainability and equitable recovery.
- Describe how the partnership aligns with the [Essential Elements of High Road Training Partnerships](#). This should include planned and secured partnerships working with your organization.

### **Participants**

Describe your target populations and indicate how many participants your proposal is expected to train, serve, and/or place into employment, education, apprenticeship, etc. Target populations may include, but are not limited to, the list provided in the [Target Populations](#) section of this document.

### **Application Elements (Invitation Only)**

Selected applicants will be able to access the H RTP RWF Application when invited to do so.

The sections below describe the required information applicants should submit in each section of the online H RTP RWF Application.

## Cover Page

In the spaces provided, please enter all required information. The Cover Page is the beginning of the application. It helps identify the applicant/organization and all details relative to Project Information, Project Cost (Requested Award Amount), Location, Points of Contact (Primary and Fiscal, and Authorized Representative). This should be completed by the Lead Agency Applicant applying for grant funds.

## Serving Participants

Applicants will need to determine whether or not their project is serving participants. If participants are being served, participants must meet target population eligibility and reporting requirements. Data entry and case management will be required.

If "Yes" is selected for "project serving participants" a Participant Plan must be completed later in the application. Upon review, the state may determine that a project is serving participants (if "No" was selected). If this occurs, completion of the Participant Plan and data entry and case management will be required for an award.

## Project Narrative

In the space provided, using the prompts, provide details about the project proposal and framework. There is a 3,000-character limit per text box.

## Deliverables

In the spaces provided, provide details on each proposed deliverables and outcomes that will be completed with this grant program/project. For each deliverable or outcome, explain how performance will be measured and how you will know if the project is successful. Use a new line for each deliverable.

## Expenditure Plan

This tab must be completed prior to completing any other Budget related tab. The applicant must enter quarterly spending projections for grant funds. Quarterly Planned Expenditures refers to the amount of funding the applicant is requesting from the CWDB. Responses from the Expenditure Plan will pre-populate/validate responses in other sections. You may receive an error message or experience lost data as a result of not completing this tab first.

In the spaces provided in Section I: Funding Plan, provide figures for Total Administration, Total Program Cost (Requested Award Amount minus Administration Costs), and the amount of Leveraged/Match Funds.

In the spaces provided in Section II: Expenditure Plan, provide quarterly spending projections for both grant funds and leveraged/matching funds. Quarterly Planned Expenditures refers to the amount of funding an applicant is requesting from the CWDB. Quarterly Planned Match refers to leveraged funds as match contribution.



## Budget Narrative

In the spaces provided, provide details related to proposed total line-item allocations. The total line-item allocations entered in this section should correspond with each line item in the Budget Summary.

Provide enough detail to justify each line-item allocation. Each line item contains information and specific details that must be covered in the narrative response. If there are multiple costs within a line item, each cost must be covered separately with individual details and costs outlined, totaling to the full line-item allocation.

## Supplemental Budget

If grant funds are used for Equipment Purchases, Leased Equipment, Contractual Services, and/or Subrecipient, the Supplemental Budget must be completed. Instructions, guidance, and resources are outlined within the tab/sections.

The application process does not act as procurement nor does it waive local, state, and federal procurement rules and requirements. All contractual services must be competitively procured in accordance with state and federal procurement regulations, and policies and type of procurement must be outlined in the Supplemental Budget. All resources applicable to procurement are linked within the Supplemental Budget.

Applicants must categorize contracted funds as either a Contractual Service or Subrecipient. Review [WSD 18-06](#) (also found within the Subrecipient and Contractors section of the Supplemental Budget) to distinguish between the two. Upon review, the state may determine that a Subrecipient is a contractor. If this occurs, procurement would be required. See the [Procurement](#) section of this document for additional information.

## Budget Summary

In the spaces provided, list all line-item allocations of the proposed budget. Costs are divided into two categories: **Grant Funds** and **Leveraged Funds (Match)**. **Grant Funds** refers to the amount of funding you are requesting from the CWDB. **Leveraged Funds (Match)** refers to leveraged funds as a matching contribution—these funds are encouraged but not required. Instructions are provided below to assist with this section.

### Grant Funds

All grant funds must be allocated to a line item. Select the line item that best fits. For costs that do not fit under any of the available line items use the "Other" line item (provide details/description for "Other Costs" on the Budget Narrative).

*Total Grant Funds* = Total amount of funding applicant is requesting from the CWDB. This amount will auto-populate once the Budget Summary table is filled out.

*Administrative Costs* = Amount of requested funds that will go towards administrative costs to operate/manage the grant. Administrative costs cannot exceed 20% of grant funding. The applicant will manually enter this amount. This should match what was entered on Exhibit E – Expenditure Plan.

*Program Costs* = Amount of requested funds that will go towards the grant program itself. This amount will auto-populate once Administrative Costs are entered by the applicant.

Additional clarity for select line items (common questions received):

- **Number of full-time equivalents:** Total of individual FTE for all staffed positions outlined on Budget Narrative.
- **Staff Benefit Rate:** Average staff benefit rate from all staffed positions outlined on Budget Narrative.
- **Small Purchase:** Equipment items with a unit cost of under \$5,000.
- **Equipment Purchase:** Equipment items with a useful life of more than one year and/or with a unit acquisition cost of \$5,000 or more charged to the project. Additional guidance/instructions found on the Supplemental Budget.
- **Contractual Services:** Definitions/guidance can be found on Supplemental Budget ([Subrecipient and Contractor Distinctions WSD 18-06](#)).
- **Subrecipient:** Definitions/guidance can be found on the Supplemental Budget ([Subrecipient and Contractor Distinctions WSD 18-06](#)).

If grant funds are allocated to Equipment Purchases, Leased Equipment, Contractual Services, or Subrecipient line items, the Supplemental Budget must be completed.

## Work Plan

The Work Plan is a tool to help the applicant plan various components and milestones leading to the achievement of project deliverables and help CWDB staff better understand and support associated objectives. In the spaces provided, provide details related to the proposed Objectives and/or Activities and the Estimated Completion Date for each. Objective and Activities must occur within the grant term period. Provide details on the activities to occur on a quarterly basis throughout the grant term along with their estimated completion dates. This information should align with the scope of work, goals, and deliverables outlined in the project narrative and throughout the application.

Activities can carry over between quarters, but this must be clearly outlined. For activities that span across quarters, enter the detail of that activity in the first quarter that it occurs. For subsequent quarters, enter “continue [activity name]” and in the last quarter it occurs “complete [activity name].”

## Participant Plan

If a project is serving participants (as indicated on the Cover Page), this tab will be visible on the Application. If serving participants was not indicated on the Cover Page, this tab will be hidden.

In the spaces provided, please identify the Target Populations, and the Number of Participants the project plans to enroll, serve, and place. Placement details must be captured if applicable and if participants will be counted under the placement categories (as an outcome of the project).

For more information, refer to the [Target Populations](#) section of this document.

## Partner Roles & Responsibilities

In the spaces provided, list all partnering organizations and their roles and responsibilities as part of the HRTP RWF Program and any leveraged/matching funding if applicable. Add lines as needed. Employer(s) and Worker Representative(s) are required partners. **Please do not list the CWDB as partner as the CWDB is the funder/lead grant administration.**

## Selection Process

For projects that are invited to apply for funding, the following additional information will be required in the full application:

- How COVID has impacted the industry and how this funding will support industry and employer needs, as well as equitable recovery.
- Identify organizations (continuing and new) that will convene the partnership, including their role and contribution to this continuation/expansion of high road work.
- Identify area(s) of focus for your project and provide details on priorities and implementation plans with grant funding.

## Section Four. Funding Requirements

### Funding

In the 2021/2022 State Fiscal Year budget, funds are provided through the California General Fund. 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, including allocating additional funds above the requested amounts.

Funding amount requests should be clearly justified and outlined within the Narrative, Budget Summary, and Budget Narrative – including breakdown of all costs within a line item and thorough descriptions captured under “Budget Narrative.” The CWDB reserves the right to request additional information as needed.

No obligation or commitment of funds will be allowed prior to or beyond the grant term end date. Any grant funds not expended during the grant period will be returned to the state.

The CWDB and EDD reserve the option to extend grant periods within the term limits placed on the funding appropriation and with proven justification.

## Allowable Use of Funds

The use of funds awarded in the RFA is governed by state and federal directives, and the federal Office of Management and Budget (OMB) Guidance for Grants and Agreements ([Uniform Guidance for Federal Awards 2 CFR Part 200](#)). Appendix B describes the general requirements pertaining to these funds. Monitoring and/or Program Audits may occur. Funds awarded through this funding cannot be used to purchase real property or construct buildings.

A maximum of 20% of the total project budget will be allowed for administrative costs. The 20% administrative cap should include indirect costs and administrative activities. The definition of administrative costs is provided in Appendix A.

## Indirect Costs

Indirect cost rates fall under administrative costs and cannot exceed 20%. A negotiated indirect cost rate (NICRA) can be over 20%, and this is allowable. However, administrative costs must remain below 20% for this grant.

Indirect costs and administrative costs are related but not interchangeable. Indirect costs are costs that are not directly attributable to the grant. They can be both program costs and administrative costs. Direct costs are costs that are directly attributable to the grant and again, can be both program or administrative costs. Some entities may charge all administrative costs indirectly and only charge administrative costs indirectly (do not charge any program costs indirectly), which would make their indirect cost rate and administrative percentage the same. But if that is not the case, the indirect cost rate and administrative percentage are likely different percentages. If an organization only includes administrative costs in their NICRA, and their NICRA is over 20%, it would indicate that the administrative percentage exceeds the limitation. If their NICRA includes program costs, and it is over 20%, the organization would need to ensure that the administrative portion of those costs remains under 20%.

Please review the [Indirect Cost Rates Active Directive](#) for further information.

## Procurement

Procurement requirements: If a purchase is over \$2,500, Fiscal Agents must obtain three competitive quotes for purchases to justify that the cost of the equipment is reasonable. Fiscal Agents will not need to submit quotes to the CWDB but are required to obtain and keep them

on file in the event they are monitored. This pertains to individual unit purchases over \$2,500 as well as purchase orders. For example, if you were buying ten laptops at \$500 each this would be a purchase order of \$5,000 and requires three competitive quotes.

Sole source procurement: If the purchase is a sole source purchase (only one vendor capable of providing an item or service, therefore it is not possible to obtain competitive bids), justification must be provided on why this cannot be competitively procured along with why the provider was selected.

All sole source purchases (regardless of price) will require a Proprietary Letter. This is a letter from the entity explaining their rights to their specialized good or services. Fiscal Agents will not need to submit this letter to the CWDB but are required to obtain and keep it on file in the event they are monitored.

## Section 5. Scoring Criteria

Applications will go through a two-step review process. The initial Grant Proposal will be reviewed using the scoring criteria outlined below to ensure that it adheres to the requirements outlined above. Grant Proposals that do not meet this scoring criteria will not be considered for funding.

### Project Scoring Summary

The table below provides an overview of the total available points, by section, for the Grant Proposal.

SECTIONS TO BE SCORED	MAXIMUM POINTS
1. Partnership Overview	45
2. High Road Principles	30
3. Impacts and Outcomes	25
<b>Total Points</b>	<b>100</b>

### Project Scoring Detail

The table below details the scoring criteria applicable to each section of the Grant Proposal.

Section	Description	Points
Partnership overview: <b>Essential Elements</b>	Provide an overview of the concept being proposed. Describe how the partnership aligns with the Essential Elements of High Road Training Partnerships (H RTP). This should include planned and secured partnerships that will be working with your organization.	<b>45</b>

Section	Description	Points
	Reference: <a href="#">Essential Elements of High Road Training Partnerships</a>	
Partnership Overview: <b>Key Partners</b>	<ul style="list-style-type: none"> <li>List and describe the employer(s)/partner organizations.</li> <li>List and describe the worker representative(s) (e.g., Labor).</li> </ul>	
Partnership Overview: <b>Partner Organizations</b>	Name the new partners that will be created as a result of this grant. Include any additional groups that will partner with your organization for this grant.	
High Road Principles: <b>Equity</b>	Describe how the project will build economic opportunity and mobility for all workers to access quality jobs, structural opportunities for upward mobility, and safe and healthy workplaces.  Reference: <a href="#">The California High Road: A Road Map to Equity</a>	<b>30</b>
High Road Principles: <b>Worker Voice</b>	Describe how the project will prioritize and incorporate worker wisdom and worker voice explicitly as an integral component throughout all aspects of the partnership.  Reference: <a href="#">H RTP Essential Elements   Worker Voice</a>	
High Road Principles: <b>Job Quality</b>	H RTPs focus on opportunities to improve both job quality and worker productivity. Examples of job quality improvements include better wages, benefits, paid sick leave, predictable scheduling, opportunities for training and advancement, worker voice, etc. Describe how the project will address job quality.  Reference: <a href="#">The California High Road: A Road Map to Job Quality</a>	
High Road Principles: <b>Climate Benefit</b>	California strives toward achieving a carbon-neutral economy and workers will be at the center of this effort. Describe how the project will address climate mitigation, adaptation, and/or resilience.	

Section	Description	Points
	Reference: <a href="#">The California High Road: A Road Map to Climate Resilience</a>	
Impacts and Outcomes	<p>Describe how the project will achieve three (3) or more of the following:</p> <ul style="list-style-type: none"> <li>• Provide large-scale industry impact.</li> <li>• Improve and/or increase opportunities for skill attainment for retention, upskilling, or placement in quality jobs.</li> <li>• Deliver positive outcomes for people who experience barriers to employment.</li> <li>• Develop and expand career pathways within key industries for populations who have experienced barriers to employment.</li> <li>• Support both labor and management to increase productivity by increasing the health, safety, and specialization of jobs in a particular sector.</li> <li>• Increase opportunity for skills attainment for those at the lower end of the labor market.</li> <li>• Address skill needs in new and emerging industries, specifically those which center environmental sustainability and equitable recovery.</li> </ul>	<b>25</b>
	<b>Total Points</b>	<b>100</b>

### Rejection of Funding Request

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.

A Grant Proposal and/or subsequent Application shall be rejected for any of the following:

- Incomplete or fails to meet the solicitation specifications and/or basic application requirements;
- 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 CWDB's Executive Director or designee. Such appeals shall be filed within seven (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 CWDB's Executive Director will review the correspondence and related documentation and render a decision of the appeal, 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

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.

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.

## Section Six. Reporting Requirements

For grantees (applicants selected for funding), the following requirements will be required.

### Quarterly Narrative & Reporting

The CWDB will be using a Salesforce-based system for grantees to report project progression. Additional guidance on this process will be provided to awarded projects.

Grantees are required to report and submit quarterly narrative reports including, but not limited to: activities and milestones, successes and challenges, participant data (if directly serving participants), lessons learned, best practices, and partnerships.

### Periodic Review and Information Requests

The CWDB may conduct periodic reviews or request information from awarded 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 remedies for non-performance.

### Grant Oversight

CWDB staff will provide day-to-day grant oversight, administrative assistance, and project management—this includes contract, fiscal, reporting, and grant technical assistance.

### CWDB Support

CWDB staff are available to respond to questions about the H RTP RWF at [H RTP@cwdb.ca.gov](mailto:H RTP@cwdb.ca.gov).

### Invoicing

Invoices will be submitted through Salesforce. CWDB will provide grantees with additional information on this process.

Under no circumstances can the CWDB 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.

The CWDB will compensate the Contractor for services satisfactorily rendered and upon receipt and approval of the invoices, in accordance with the approved Budget Summary. The total

invoiced amount shall not exceed the award amount. The Grantee shall maintain thorough accounting ledgers to support all charges and year-to-date expenditures of grant funds.

This grant operates on a reimbursement structure. Fiscal Agents are required to invoice monthly to receive payment. Invoices are due by the 20<sup>th</sup> of the month each month. If the 20<sup>th</sup> falls on a weekend or holiday, the report will be due the following business day. Under the [California Prompt Payment Act](#), payment should be received within 45 calendar days from the date the invoice is received from the Fiscal Agent.

## Section Seven. Appendices

The appendices in this section contain examples, explanations, and concepts of standard contracting language and templates that will be included in the contract of awarded grantees.

### 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>			
<b>IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.</b>			
<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		CITY	STATE ZIP
800 Capitol Mall, Suite 1022			
PRINTED NAME OF PERSON SIGNING		TITLE	
Laura Caputo			
CONTRACTING AGENCY AUTHORIZED SIGNATURE		DATE SIGNED	
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL		EXEMPTION (if Applicable)	

Sample Standard Agreement (Continued)

***Exhibit A - Scope of Work***

**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 this solicitation.
2. The project representatives during the term of this agreement will be:

**State Agency**

**Contractor**

California Workforce Development Board

ATTN: Clemente Vizcarra

800 Capitol Mall, Suite 1022

Sacramento, CA 95814

[Clemente.Vizarra@cwdb.ca.gov](mailto:Clemente.Vizarra@cwdb.ca.gov)

***Exhibit B – Budget Details 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 Exhibit 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 will be submitted via Salesforce. The CWDB will provide additional guidance to grantees about this process.

3. The Grantee is responsible for ensuring that invoices submitted to CWDB claim actual expenditures for eligible project costs under Exhibit 7: Budget Summary and Exhibit 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.

**C. California Prompt Payment Clause**

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

**D. Withholding of Grant Disbursements**

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.

***Exhibit C – General Terms and Conditions***

General Terms and Conditions are incorporated by reference and made part of the agreement as if attached. The documents can be viewed at:

[www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx](http://www.dgs.ca.gov/ols/resources/standardcontractlanguage.aspx)

***Exhibit D – Special Terms and Conditions***

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. 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.

- A. 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 are 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.
- B. 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.
- C. 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.

9. 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.

10. Grantee shall cooperate with the CWDB with regard to the performance of this agreement.

11. 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.

12. 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.

### 13. 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 – Allowable Expenditures Guidance

### **Allowable Activities**

Allowable costs must meet four primary criteria:

1. Substantiate that the cost was necessary and reasonable for proper and effective administration of all allocations;
2. The cost must be justifiable;
3. The cost must be allocable to the funding sources activities; and

4. 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 four 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.

***When do I need to submit a Purchase Justification Form?***

It is not necessary to include a Purchase Justification Form with the grant application. During the review process if CWDB staff find that there is a purchase of a single item or a group of items to serve the same purpose that exceeds \$2,500, the grantee will be asked to submit a Purchase Justification Form for review and approval. This applies to any future contract amendments where purchases fall under this description.

***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***

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

## **Appendix E – Service Cash Invoice**

The Service Cash Invoice (SCI) 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** via Salesforce—additional guidance will be provided to grantees regarding this process at a later date. 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. 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 wherein reimbursement is requested 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 Exhibit 7 Budget Summary. It is also **in the same sequence** as listed on the Exhibit 7 Budget Summary. Do not combine or separate budget line items. Here is a list of things to consider when reporting expenditures:

- Use your Exhibit 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.