



# *prison*toEMPLOYMENT

Prison to Employment (P2E) 2.0 Regional Partnership and  
Technical Assistance Grants

Request for Applications

June 20, 2022

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## Section One. Program Overview

### Introduction

The California Workforce Development Board (CWDB) is pleased to announce the availability of approximately \$19,000,000 in state general funds for the implementation of regional plans to serve the formerly incarcerated and other justice-involved individuals in California (this funding is referred to as the Prison to Employment (P2E 2.0) Regional Partnership grant). These funds are available to Regional Planning Units (RPUs) and will be awarded based on the strength of the RPU's application and regional factors including recidivism rate, size of the formerly-incarcerated and justice-involved population, and the RPU's performance under the first cycle of Prison to Employment Initiative grant funding.

Additionally, up to \$500,000 is available to fund a Technical Assistance (TA) team that will aid the P2E 2.0 Regional Partnership grantees in the continued development and implementation of their projects and provide a forum for cross-project communication and peer-to-peer learning, supporting project-specific outcomes and broad P2E goals. TA applicants will complete a separate application, which is on an identical timeline to the Regional Partnership application and award process.

Prison to Employment (P2E) 2.0 represents the continuation of the Prison to Employment Initiative. Since 2018, the CWDB has awarded \$37 million in state general funds to support regional planning efforts, fund regional plan implementation, and provided resources for direct and supportive services to the formerly incarcerated and other justice-involved individuals. To-date, P2E funds have been used to serve 5,730 formerly-incarcerated and justice-involved individuals statewide.

The CWDB received a new allocation in July 2021, in the amount of \$20,000,000, to provide continued resources to the formerly incarcerated population.<sup>1</sup> Under P2E 2.0, CWDB seeks to fund regional plans that advance the goals of its [Strategic Plan](#) and build workforce system infrastructure and capacity through:

- **Collaboration** among partners in development of service delivery strategies and alignment of resources to better connect the supervised population to employment.
- **Innovation** that creates new or adapts existing approaches or accelerates application of promising practices in workforce development and skill attainment.
- **System change** that utilizes these funds to incentivize adoption of proven strategies and innovations that are sustained beyond the grant period.

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<sup>1</sup> In addition to the P2E 2.0 Regional Partnership and Technical Assistance grants, \$500,000 of the 2021 funding allocation is designated for program evaluation.

## Corrections-Workforce Partnership Agreement

Since 2018, the CWDB has engaged in a formal partnership with the California Department of Corrections and Rehabilitation (CDCR) and California Prison Industry Authority (CalPIA) with the goal of improving labor market outcomes of the state's justice-involved and formerly-incarcerated populations.

This multi-agency effort, referred to as the Corrections-Workforce Partnership, seeks to provide the state's 15 RPUs with resources that will enable them to better serve the formerly-incarcerated by fostering partnerships between RPUs, Local Boards, CDCR reentry service providers, CDCR Division of Adult Parole Operations, CDCR Division of Rehabilitative Programs, county probation departments, employers, and community-based organizations (CBOs) that serve formerly incarcerated and justice-involved individuals. Additional information on the partnership can be found in [Workforce Services Information Notice 17-26](#) and at the [Corrections-Workforce Partnership page](#) of the CWDB's website.

## About Prison to Employment Initiative Funds

P2E 2.0 aims to achieve the same goals as the first P2E funding cycle and therefore adheres to the statutory requirements outlined in [SB 866 \(Budget & Fiscal Review, Chapter 53, Statutes of 2018\)](#). Per this statute, grants are to be awarded for the following purposes:

- The development of regional partnerships and regional plans to provide and coordinate the necessary workforce, education, and related services that formerly incarcerated and other justice-involved individuals need to secure and retain employment and reduce the chances of recidivism.
- The implementation of the regional plans, including the provision of workforce, education, and related services and supportive services outlined in these regional plans.
- The provision of earn-and-learn opportunities for formerly incarcerated and other justice-involved individuals participating in the program.

## Regional Plans

As outlined in the CWDB-issued [Regional and Local Planning Guidance](#), each RPU has been required to develop a regional plan that outlines a comprehensive strategy for serving that region's formerly-incarcerated and justice-involved population. Applicants are encouraged to draw on the content of their current Regional Plan when applying for P2E 2.0 funds as there will likely be significant overlap between the strategies outlined in that plan and the applications for this funding opportunity.

## Eligible Applicants

P2E 2.0 Regional Partnership funds awarded under this RFA are intended to support the implementation of regional plans to serve the formerly-incarcerated and other justice-involved individuals in California.

Each region must designate one entity as the applicant and fiscal agent for each grant.

Technical Assistance eligible applicants include Local Workforce Development Boards, Labor Organizations. Labor-management partnerships, public universities, K-12 education entities and adult schools, community colleges, county social services agencies, worker centers/worker's rights organizations, community-based organizations, business related non-profit organizations, and workforce intermediaries.

Note: A for-profit private business or a for-profit consortium of businesses cannot be the lead TA applicant but can be a partner on the TA Team.

## Eligible Participants

Funds awarded under this grant are designed to address the personal development, training, and employment needs of California's justice-involved and formerly-incarcerated populations.

The term "justice-involved" is defined in Section 14040(b) of the Unemployment Insurance Code and refers to individuals (adults and juveniles) who are on parole, probation, mandatory supervision, post-release community supervision, or are otherwise part of the supervised population as defined in Penal Code §1234(d) and/or under the jurisdiction of a county or the California Department of Corrections and Rehabilitation. This also includes individuals who are on county informal probation, county deferred entry of judgement, or any other county diversion program such as drug courts, veterans courts, community courts or other specialty courts.

The term "formerly-incarcerated" is not defined in statute and for purposes of this program includes any individual who has at any time served a custody sentence in any adult or juvenile federal, state, or local detention facility; or in any alternative custody program such as home detention.

## Awards

All 15 RPUs are eligible to receive funds through the P2E 2.0 Regional Partnership grant.

Award amounts will be determined through an evaluation process conducted by the CWDB. Applications will be evaluated based on several factors including but not limited to, the ability of the applicant to comprehensively respond to the narrative and other required application components. Additional considerations include the need for workforce services for the

formerly-incarcerated and justice-involved individuals in the applying RPU, the size of the post-release population, the recidivism rate in the applying region, and the RPU's past performance as a P2E grant recipient.

## Technical Assistance

CWDB program managers will provide day-to-day oversight of each grant, high-level strategic direction, and grant-related technical assistance. Additionally, a Technical Assistance team, funded through the P2E Technical Assistant grant, will aid the Regional P2E Partnerships in the continued development and implementation of their projects and provide a forum for cross-project communication and peer-to-peer learning, supporting project-specific outcomes and broad P2E goals. The TA team will report to and work in coordination with the CWDB Program and Policy Branches. The key roles of the TA team fall under four categories:

1. Expertise and Capacity Building
2. Regional Coordination
3. Knowledge Sharing and Networking
4. Materials and Media

See the [Technical Assistance Grant: Scoring Detail](#) section of this RFA for more information about deliverables and activities required under the TA grant.

Similar to the P2E 2.0 Regional Partnership Grant, TA grant applications can be accessed via the [Cal E-Grants](#) system. Interested applicants should select the "Technical Assistance (P2E)" application category to apply.

## Community of Practice

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

Grantees and their program partners will be expected to access peer and expert technical assistance, share successful program models and coordinate performance criteria and evaluation activities through the learning community. The CWDB intends to convene at least at least two in-person meetings during the three-year grant period; however in-person meetings will be contingent upon state and/or local public health guidance. Additionally a series of virtual learning community meetings will be held throughout the grant term. Applicants' budget may include travel for appropriate staff to attend any in-person meetings.

## Performance

Applicants are required to include program performance goals, targets, deliverables, and evaluation metrics that fit the justice-involved population as defined in the [Eligible Participants](#) section of this RFA. The CWDB may review and revise these performance criteria with each grantee.

## Program Evaluation and Reporting Requirements

Grantees shall provide all necessary information to the CWDB in order to facilitate grant performance evaluation.

Each grant will be evaluated using the following criteria:

1. Ability to provide the services proposed in the grant to the number of individuals specified in the grant as evidenced by, among other things, whether the grantee completed the work proposed.
2. Ability of individuals to successfully complete relevant programming funded under the grant as demonstrated by relevant measures directly related to the purpose of the program.
3. Ability of individuals to transition into or be integrated into the broader workforce and education system as evidenced by enrollment in relevant programs.
4. Ability of individuals to succeed in both the broader workforce and education system and labor market once they transition into the broader system. This shall be measured by tracking these individuals utilizing the existing performance monitoring systems and metrics governing relevant programs and outcomes once they transition into the broader system.

The applicant or fiscal agent for the P2E 2.0 Regional Partnership grant is responsible for ensuring all program data is captured and that data is, to the extent feasible, complete and accurate. The CWDB will provide a Data Guide to grantees prior to the issuance of grant funds.

## Sustainability

In addition to the CWDB's P2E 2.0 Regional Partnership Grant, other programs (federal, state, local), applicants for P2E 2.0 funds are encouraged to include narrative detail on intended strategies for pursuing additional funds to sustain partnerships for serving the justice-involved and formerly-incarcerated beyond the life of this RFA's funding period.

## Partnerships

The Corrections-Workforce Partnership and Prison to Employment Initiative have been developed through state-level partnerships between CWDB, CDCR, and CalPIA guided by the



input of numerous stakeholders and subject matter experts. At the regional level, RPU's should take a similar approach to developing plans by reaching out to a wide range of stakeholders during the planning process.

**Required partners include:**

- Local workforce board(s) and existing regional workforce partners as specified by [WSD 18-01](#).
- Representatives of the California Department of Corrections and Rehabilitation (CDCR) Division of Adult Parole Operations.
- Community-based organizations (CBOs) that serve the formerly incarcerated and other justice-involved individuals.
- Reentry service providers.

**Recommended partners Include:**

- County probation department(s) that elect to participate.
- Labor organizations and joint labor-management partnerships.
- Employers who have labor shortages or who have expressed a history or an interest in employing the formerly incarcerated.

Successful applications will highlight the role of CBOs in the implementation of strategies funded through this initiative, particularly CBOs with expertise in working with the justice-involved and formerly-incarcerated populations and employers to ensure that individuals receive the necessary supplemental, supportive, remedial, and wrap-around services they need to successfully enter, participate in, and complete workforce and education programs and enter, be retained, and advance in the labor market. Partnerships with CBOs that have a history of serving justice-involved individuals are a particularly important component of a supportive service strategy as these organizations are uniquely qualified to assist justice-involved individuals in navigating the challenges of overcoming barriers.

The role of local workforce development boards is to ensure a connection between CBOs and the America's Job Center of California system to integrate individuals served by CBOs under this initiative into the education system and broader workforce.

Signed MOUs between partners are encouraged but not required.

## Section Two. Program Goals and Deliverables

P2E 2.0 Regional Partnership grants will fund the implementation of regional corrections-workforce partnership plans as described in this RFA and provide both direct and supportive services. Applicants should note that P2E 2.0 funds will be awarded as a single contract for both direct and supportive services.

Applications should provide an assessment of the demand for supportive services for grant participants, clearly define the services to be offered, describe the role of each service provider,

and provide an overview the regional referral process that will connect individuals to the services they need with minimal burden to the individual service recipient. Details of proposed project goals and deliverables should be clearly outlined and consistent throughout the application including the narrative, work plan, partner roles and responsibilities and the participant plan.

## Section Three. Process and Timeframes

### Application & Award Timeline

Event	Details
RFA Release Date	June 20, 2022
Application Presentation available	June 28, 2022
Live Office Hours for assistance with the Salesforce platform	July 7, 2022
Weekly Q&A Postings	Weekly starting July 1, 2022  Final Q&A posting will be July 28 <sup>th</sup> . Final questions must be submitted by July 26 <sup>th</sup> .
Applications Due (submitted via Cal E-Grants)	August 1, 2022
Award Announcement	September 2022
Estimated Grant Term	January 1, 2023 – December 31, 2025

All dates after the application submission deadline in the [Cal E-Grant website](#) may be adjusted without an addendum to this Solicitation.

Significant dates, including cutoff dates and review periods, will be posted on the [P2E 2.0 webpage](#).

### Application Presentation

A pre-recorded application presentation offering an overview of the P2E 2.0 RFA and application process will be posted to the [P2E 2.0 webpage](#) on 6/28/22. This presentation is intended to serve as a supplement to this RFA and will include the information provided herein.

### Weekly Q&A

To adhere to the legality and transparency requirements of the solicitation process, individual CWDB staff cannot respond directly to inquiries or engage with potential applicants during the solicitation period.

Questions regarding this RFA can be sent via email to [P2Einfo@cwdb.ca.gov](mailto:P2Einfo@cwdb.ca.gov). Please use “P2E Q&A” in subject line for all application/RFA related questions.

Cumulative questions and answers will be posted on the [P2E 2.0 webpage](#) on a weekly basis until July 28<sup>th</sup>. All questions must be submitted by 12:00 PM (Pacific Time) on July 26, 2022.

## Section Four. Application Submission Instructions

All applications for P2E funding must be submitted electronically through the [Cal E-Grants website](#). Only applications submitted through the Cal E-Grants application website will be considered. Paper applications will not be accepted and will be automatically disqualified.

Applications can be accessed through the [Cal E-Grants website](#) under the **Funding Opportunities** tab at the top of the Cal E-Grants page linked above, and selecting this grant under **CWDB Grant Opportunities**.

Applicants must complete a full application package which includes necessary documentation required to enter into a contract with CWDB. The complete application will include a detailed work plan, deliverables, partner commitments, participant plan, 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 application without first creating an individual account.

If you do not already have an account for [Cal E-Grants](#), select 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.

Additional resources are available on [CWDB's P2E 2.0 grant page](#).

## Application Elements

The headers below describe each required element applicants must complete in order to submit a complete application for funding. The Technical Assistance application includes all elements described below with the exceptions of the "Deliverables" and "Participant Plan" sections.

## Cover Page

In the spaces provided, please enter all required information. The Cover Page is the beginning of the application. It serves to identify the applicant/organization and all details related to Project Information, Project Cost (Requested Award Amount), Location, and Single Points of Contact (Primary and Fiscal, and Authorized Representative). This should be completed by the Lead Agency Applicant applying for grant funds. Applicants will also identify any matching/leveraged funds on the Cover Page; however matching/leveraged funds are not required for P2E 2.0.

## Project Narrative

In the space provided, responding to 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, include details on each of the 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 (you will have to 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. 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 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 achievement of project deliverables and assist CWDB staff to better understand and support associated objectives. In the spaces provided, include details related to the proposed Objectives and/or Activities, along with 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 multiple 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

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 the [Eligible Participants](#) section of this document.

### Partner Roles & Responsibilities

In the spaces provided, list all partnering organizations and their roles and responsibilities as part of the P2E 2.0 Program and any leveraged/matching funding if applicable. Add lines as needed. **Please do not list the CWDB as partner as the CWDB is the funder/lead grant administration.**

## Section Five. 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 full contract execution or beyond the grant term end date. Any grant funds not expended during the grant period will be returned to the state.

The CWDB reserves 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.



## Eligible Services

Allowable uses for P2E 2.0 funds include all services permitted under Section 14040(f) of the Unemployment Insurance Code, Section 14035 of the Unemployment Insurance Code, services authorized under Section 1234.3 of the Penal Code, and services authorized under the federal Workforce Innovation and Opportunity Act (WIOA) and its corresponding regulations. Note that providing the types of services allowed under WIOA does not make individuals receiving Initiative funds a reportable individual for purposes of WIOA performance reporting unless WIOA funds are braided as part of that individual's service package. CWDB will still track this data for purposes of this state program, even if WIOA funds are not used and the individual is not reportable for purposes of WIOA performance reporting. Eligible activities for initiative and grant funds include those listed below.

### Section 14035 of the UI Code

- English language improvement training
- Basic skills and adult education
- High school diploma and GED acquisition.
- Skills and vocational training that aligns with regional labor market needs identified as part of the California Workforce Innovation and Opportunity Act regional planning process
- Work experience
- On-the-job training
- Stipends for trainees
- Earn and learn training
- Industry certifications
- Pre-apprenticeship programming offered in a manner that is consistent with the requirements of Section 14230 of the California Unemployment Insurance Code, regardless of whether the pre-apprenticeship program funding source includes California Workforce Innovation and Opportunity Act funds
- Mentoring
- Other remedial education and work readiness skills
- Supportive services under the California Workforce Innovation and Opportunity Act

### Section 1234.3 of the Penal Code

- Vocational training
- Stipends for trainees
- Earn and learn opportunities for the supervised population

### WIOA

- Basic Career Services, Individualized Career Services, and Follow-up Career Services as defined by the Workforce Innovation and Opportunity Act Joint Final Rule. See U.S. Department of Labor [TEGL 16-16](#) for additional information.

## Implementation Activities

- In-reach to individuals transitioning from incarceration to post-release employment and/or training that entails shared client case management among the workforce development and corrections systems
- Technical assistance activities, including, but not limited to, the convening of communities of practice to identify and help replicate evidence-based practices and to help facilitate an assessment and evaluation of grant performance and initiative success

## Supportive Services

Supportive services and “earn and learn” activities which entail payment for participating in training and other workforce activities are allowable. “Supportive services” are defined in Section 14040(e) of the Unemployment Insurance Code as services that are necessary to enable an individual to successfully participate in, or receive, workforce, education, and other related services authorized under Section 1234.4(c) of the Penal Code, Section 14035 of the Unemployment Insurance Code, as well as the federal Workforce Innovation and Opportunity Act and its corresponding regulations. The term “supportive services” includes services such as transportation, child care, housing<sup>2</sup>, and needs-related payments, that are necessary to enable an individual to participate in activities that lead to employment. Note that providing the types of services allowed under WIOA does not make individuals receiving Initiative funds a reportable individual for purposes of WIOA performance reporting unless WIOA funds are braided as part of that individual’s service package.

“Earn and learn” is defined in Section 14040(a) of the Unemployment Insurance Code as the same meaning as in Section 14005(q) of the Unemployment Insurance Code. As defined, “Earn and learn” includes, but is not limited to, a program that does either of the following:

- Combines applied learning in a workplace setting with compensation allowing workers or students to gain work experience and secure a wage as they develop skills and competencies directly relevant to the occupation or career for which they are preparing.
- Brings together classroom instruction with on-the-job training to combine both formal instruction and actual paid work experience.

## Indirect Costs

Indirect cost rates fall under administrative costs and cannot exceed 20%. A negotiated indirect cost rate (NICRA) can be over 20% with proof from the cognizant agency. However, if indirect

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<sup>2</sup> Initiative funds used for housing assistance must comply with the requirements of [SB 1380 \(Chapter 847, Statutes of 2016\)](#). CWDB encourages applying RPU to explore additional funding streams for housing assistance, including those listed in the [Sustainability](#) section of this RFA.

costs are allocated to administrative costs, it cannot result in administrative costs exceeding 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 program and/or administrative costs. Some grantees may charge all administrative costs indirectly and not charge any program costs indirectly, which would make their indirect cost rate and administrative percentage the same. But if the grantee charges both administrative and program indirectly, the indirect cost rate and administrative percentage are likely different percentages. If a grantee only includes administrative costs in their NICRA, and their NICRA is over 20%, it would indicate that the administrative percentage exceeds the 20% and is not allowable. 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 purchase is over \$2,500 Fiscal Agents must obtain three competitive quotes for purchases over \$2,500 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 10 laptops at \$500 each this would be a purchase order of \$5,000 and would require 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 they own 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 Six. Scoring Criteria

Applications for P2E 2.0 funds will be reviewed using the scoring criteria outlined below to ensure that an application adheres to the requirements outlined in this RFA. Applications that do not meet this scoring criteria may not be considered for funding.

## P2E 2.0 Regional Partnership Grants: Scoring Detail

The table below details the scoring criteria applicable to each question of the Regional Partnership Grant Application.

Section	Description	Points
I. Statement of Need	<ul style="list-style-type: none"> <li>• Provide an overview of the size and demographic characteristics of the supervised population in the region including the number of formerly incarcerated individuals served by the region's workforce development system annually since July 1, 2018.</li> <li>• Based on outcomes from the previous Prison to Employment program, provide an assessment of the types of services needed, and the evidence, rationale, and/or track record of success leading to long-term employment outcomes in occupations that pay a family-sustaining, livable wage.</li> <li>• Identify additional needs (for the population or as a project) has the region identified during the implementation of the previous P2E program.</li> </ul>	10
II. Partnerships	<ul style="list-style-type: none"> <li>• Describe the partnerships developed under the previous P2E program.</li> <li>• What new partners is the region looking to engage with?</li> <li>• Partners must include: <ul style="list-style-type: none"> <li>○ Local workforce board(s) and existing regional workforce partners as specified by <a href="#">WSD 18-01</a>.</li> <li>○ Representatives of State Parole offices for the California Department of Corrections and Rehabilitation.</li> <li>○ Community based organizations (CBOs).</li> </ul> </li> <li>• Partners that are encouraged: <ul style="list-style-type: none"> <li>○ County Probation Department(s) that elect to participate.</li> <li>○ Labor organizations and joint labor-management partnerships.</li> </ul> </li> </ul>	25

Section	Description	Points
	<ul style="list-style-type: none"> <li>○ Employers who have labor shortages or who have expressed a history or an interest in employing the formerly incarcerated.</li> <li>• Describe existing employer partnerships that you wish to continue and/or expand on and any plans for outreach and recruitment of new employer connections for work-based learning, training, and successful employment outcomes.</li> <li>• Describe the process used to identify continued and/or new partnerships, particularly with CBOs that have experience and capacity serving the formerly incarcerated and justice-involved populations.</li> <li>• Describe how the RPU will continue to facilitate information sharing among partners to evaluate the evolving service needs of the region’s justice-involved population on an ongoing basis.</li> <li>• Describe how partners will continue to share best practices and lessons learned with regards to programs and service models that serve the region’s justice-involved population.</li> <li>• Describe signed MOUs between partners where applicable.</li> </ul>	
III. Program Framework	<ul style="list-style-type: none"> <li>• Describe the specific goals, objectives, and deliverables of project that will strengthen outcomes for the justice-involved population.</li> <li>• Describe how funds provided through this initiative will continue to complement the work of, and integrate the individuals being served with, the broader workforce, education, and employment system within the proposed service area.</li> <li>• Describe evidence that the proposal incorporates innovative strategies or proven practices for outreach and service delivery that will strengthen outcomes, sustainability, and systems improvement.</li> </ul>	50

Section	Description	Points
	<ul style="list-style-type: none"> <li>• If an integrated referral process has not been fully developed, describe how the RPU will do so with new Prison to Employment funds?</li> <li>• Describe how the regional P2E partnership will interface with existing regional sector pathways efforts described in existing WIOA regional plans.</li> <li>• Describe how the region will continue engagement with employers, industry sector partnerships, and labor-management partnerships who are willing to hire formerly incarcerated and justice-involved individuals, including those with felony convictions, and those who are currently under state or county supervision will occur.</li> <li>• Describe any changes to existing Memorandum of Understandings (MOUs) with AJCCs and/or new MOUs with other service providers based on the outcomes of the previous Prison to Employment program.</li> <li>• Describe staff and training needs of RPUs, Local Boards, and partners to adequately serve this population.</li> <li>• Describe the types of services that are currently being provided in the region to individuals from this population, and how P2E funds will modify the types and quantity of services provided. These modifications should reflect the diversity of services needed to address the evolving needs of individuals prior to and upon release.</li> <li>• Describe barriers to successful program participation and completion identified through the previous Prison to Employment program.</li> <li>• Describe the referral process, how it encompasses shared case management of justice-involved individuals, and how that process has ensured those individuals are able to access a full menu of services with a minimal burden on the individual.</li> </ul>	

Section	Description	Points
	<ul style="list-style-type: none"> <li>Describe the provision of an education and training assessment for each individual of the supervised population who will participate in the project.</li> <li>Identify existing intake and case management needs for serving the justice-involved population, and how the education, training, and assessment an individual received pre-release will be used when determining which services and training to provide post-release. This should include the sharing of transcripts or other training information acquired while incarcerated (e.g. certificates, diplomas, degrees, documented work experience, etc.) with LWDBs.</li> <li>Describe how supportive services will support job retention.</li> </ul>	
IV. Data Collection and Evaluation	<ul style="list-style-type: none"> <li>Describe the RPU’s plan to coordinate data collection and reporting among all program partners in a manner that will ensure the outcomes of justice-involved individuals in the region are tracked in accordance with the performance reporting requirements outlined in <a href="#">AB 1111</a> (E. Garcia, Chapter 824, Statutes of 2017) and the Prison to Employment Program Trailer Bill, <a href="#">SB 866</a> (Committee on Budget and Fiscal Review, Chapter 53, Statutes of 2018.</li> </ul>	5
V. Innovation & Sustainability	<ul style="list-style-type: none"> <li>Describe the elements or strategies developed during the previous Prison to Employment program to sustain the program beyond the term of the grant and/or to develop the infrastructure to increase the scale and capacity of job placement services to the supervised population.</li> <li>Describe what innovative approaches the program will use to build off of existing efforts to serve this population, create new or adapt approaches, and/or accelerate the application of promising practices in workforce development and skill attainment for the supervised population.</li> <li>Identify additional sources of funding that may be accessed to supplement the funds provided by this grant and describe how regional partners will work in concert to access those funds.</li> </ul>	10

Section	Description	Points
<b>Total Possible Points</b>		100

## Technical Assistance Grant: Scoring Detail

The scoring criteria below apply to the Technical Assistance grant fund only.

Section	Description of how applicant will:	Points
I. Expertise & Capacity Building	<ul style="list-style-type: none"> <li>• Conduct needs assessments to determine gaps, priorities, and opportunities within each of Regional Partnerships.</li> <li>• Provide ongoing coaching, consultation, and support the Regional P2E Partnerships in achieving goals and objectives.</li> <li>• Work with the P2E 2.0 Regional Partnerships to develop strategies and expertise in recruitment, retention, and apprenticeship and career placement for the Justice Involved/Formally Incarcerated population.</li> <li>• Work with the P2E 2.0 Regional Partnerships to expand their footprint within the region.</li> </ul>	40
II. Regional Coordination	<ul style="list-style-type: none"> <li>• Help P2E 2.0 Regional Partnerships develop and maintain the governance structures and staff capacity necessary to keep information and knowledge flowing equitably and to strategically invest resources to maximize participant success and the long-term viability of the partnership.</li> <li>• Serve as an intermediary between California Department of Corrections and Rehabilitation and the Regional P2E Partnerships.</li> <li>• Development of interagency collaboration among local workforce agencies.</li> <li>• Communicate to the CWDB and the Evaluation team on the evolving work of Regional P2E Partnerships.</li> </ul>	40



Section	Description of how applicant will:	Points
	<ul style="list-style-type: none"> <li>Analyze data in order to best support the partnerships.</li> </ul>	
III. Knowledge Sharing & Networking	<ul style="list-style-type: none"> <li>Conduct In-person and virtual trainings and workshops.</li> <li>Conduct and facilitate Grantee and stakeholder convening, cross-system information sharing, and field building activities, including networking events, best practices/information sharing sessions for targeted groups, and larger Communities of Practice.</li> </ul>	10
IV. Materials & Media	<ul style="list-style-type: none"> <li>Document and disseminate lessons learned, best practices, and successful program models for internal and external purposes.</li> <li>Develop policy briefs, white papers, case studies, and/or other public facing materials promoting the P2E 2.0 initiative.</li> <li>Increase visibility and highlight successes through print and electronic media – including a series of videos.</li> </ul>	10
<b>Total Possible Points</b>		<b>100</b>

## 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 in determining the final award amount of P2E 2.0 Regional Partnership grant awards such as geographical size, population size, regional demand, reasonableness of funding request, past program performance, etc. Only one grant will be awarded to each applying RPU.

Applications deemed to be meritorious and in the best interests of the mission and goals of 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.

The CWDB reserves the right to adjust the total number, duration, and amount of each grant award.

## 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 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.

An 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.).
- 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 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.

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 Seven. Reporting Requirements

### Quarterly Narrative & Reporting

The CWDB will be using a Salesforce-based system for grantees to report data and project progression. Additional guidance on this process will be provided to awarded projects. The CWDB will provide customized templates that include all required reporting fields including but not limited to activities and milestones, successes and challenges, participant data (if directly serving participants), lessons learned, best practices, and partnerships. Grantees will be required to track and report out on all elements outlined in the P2E 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.

## 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.

## Field Assistance

CWDB staff will work with the selected TA provider to provide technical assistance and engage in problem solving and capacity building.

## Funding

Funding under this RFA will be provided through the California 21/22 General Fund P2E 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.

## CWDB Support

CWDB staff are available to respond to questions about the P2E RFA at [P2Einfo@cwdb.ca.gov](mailto:P2Einfo@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 Eight. Appendices

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

### Appendix A – Sample Standard Agreement

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES <b>STANDARD AGREEMENT</b> STD 213 (Rev. 03/2019)		AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)	
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			
+				
-				
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/OLS/Resources">https://www.dgs.ca.gov/OLS/Resources</a>				
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)		

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 RFA.
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.Vizcarra@cwdb.ca.gov](mailto:Clemente.Vizcarra@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 (assigned following award process).
  - 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**

The CWDB and EDD may withhold all or any portion of the grant funds provided for by this Grant Agreement in the event that the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement, including submission of required reports and data.

The CWDB 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.



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:

[General Terms and Conditions](#)

### ***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 on a voluntary basis.

#### **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 seven (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 seven 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.

6. Duty to Cooperate

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

7. 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.

8. 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.

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

#### 10. 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.

#### 11. 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 their official position to influence a governmental decision in which they know or have reason to know they have 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.

12. 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;
- 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).

- G. **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.*

**AGENCY A**

Authorized Official: \_\_\_\_\_  
Signature Date

Printed Name and Title: \_\_\_\_\_

Agency name: \_\_\_\_\_

**AGENCY B**

Authorized Official: \_\_\_\_\_  
Signature Date

Printed Name and Title: \_\_\_\_\_

Agency name: \_\_\_\_\_

**AGENCY C**

Authorized Official: \_\_\_\_\_  
Signature Date

Printed Name and Title: \_\_\_\_\_

Agency Name: \_\_\_\_\_





## Appendix C – Allowable Expenditures Guidance

Information about allowable expenditures can be found below.

### **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 finds 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. Applicant 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. For specific guidance on allowable costs during the solicitation process contact [P2Einfo@cwdb.ca.gov](mailto:P2Einfo@cwdb.ca.gov).

## **Appendix D – 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 the applicant in aligning expenditures with the 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 two or the final page for multiple page invoices.
- Invoice not signed by the Contractor.
- A 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. It is highly recommend that all revisions to an 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 – Sample Service Cash Invoice

### Service Cash Invoice

Date of Request		
Invoice Number		
Invoice Period		
Contract Number		Invoice Contact
Organization		Telephone
Address (same address as STD 204/205)		Email

Line Item	Budget Line Item	Monthly Expenditure	Cumulative Expenditure	Monthly Leveraged/Match Expenditure (if required)
A.	Staff Salaries			
B.	Number of full-time equivalents:			
C.	Staff Benefits			
D.	Staff Benefit Rate (Percent):			
E.	Staff Travel			
F.	Operating Expenses			
G.	Furniture and Equipment			
	1 Small Purchase (Unit cost of under \$5,000)			
	2 Equipment Purchase			
	3 Leased Equipment			
H.	Consumable Testing and Instructional Materials			
I.	Training Tuition Payments/Vouchers			
J.	On-The-Job Training			
K.	Participant Wages and Fringe Benefits			
L.	Supportive Services			
M.	Contractual Services (Complete Contracts)			
N.	Subrecipient			
O.	Indirect Costs			
P.	Other			
	<b>TOTAL EXPENDITURES</b>	\$0.00	\$0.00	\$0.00

	Total Grant Amount	Remaining Balance	Monthly Expenditure
Administrative Costs	\$0.00	\$0.00	\$0.00
Program Costs	\$0.00	\$0.00	\$0.00
<b>Total Award</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>