

REQUEST FOR QUOTE (RFQ)

Student Training and Employment Program (STEP) Direct Service Provider

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Golden Sierra Job Training Agency 115 Ascot Drive, Suite 140 Roseville, CA 95661

www.goldensierra.com

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REQUEST FOR QUOTE (RFQ)

PURPOSE

Golden Sierra Job Training Agency (Golden Sierra) is a government/public agency that administers workforce development programs within Placer, El Dorado, and Alpine Counties. Golden Sierra is seeking quotes from qualified applicants to provide direct services to students with disabilities (SWDs) and act as a subcontractor to help administer the <u>Student Training and Employment Program (STEP)</u> grant.

SOURCE OF FUNDS

The California Department of Rehabilitation (DOR), in coordination with the Foundation for California Community Colleges (FOUNDATION), announced the availability of up to \$18,000,000 in federal Workforce Innovation and Opportunity Act (WIOA) Title IV Vocational Rehabilitation funds. Golden Sierra's proposal was awarded in the amount of \$464,276.

PERIOD OF PERFORMANCE

According to the grantor, sustainable funding is available for three years. Golden Sierra expects to receive an annual option for renewal. Additional funds may be available in years two and three. For purposes of this RFQ, the estimated period of performance for year one is 03/01/2024 to 02/28/2025.

PROPOSED WORK PLAN

- Enroll 30 Eligible Participants (see <u>STEP SFP</u> for complete definition)
- Provide Required Activities
 - Work readiness training
 - Work-based learning
 - Utilize "Career Catalyst" as the employer of record service
 - Provide a minimum of 75 hours of W2 employment
- Provide Optional Activities
 - Career exploration
 - Postsecondary enrollment counseling
 - Self-advocacy training
- Develop and Maintain Required Partnerships
 - Department of Rehabilitation
 - America's Job Center of California
 - Education (high schools, community colleges, and other programs)
 - Businesses/Employers
 - o Department of Developmental Services' Regional Centers
- Prepare and Submit Monthly Reports
- Prepare and Submit Bi-Annual Narrative Report
- Participate in Mandatory Technical Assistance Meetings

QUALIFIED APPLICANTS

Qualified applicants include:

- Institutions of Higher Education
- Community Based Organizations (CBOs)
- Private For-Profit Organizations
- Private Non-Profit Organizations
- Government Agencies
- Local Chambers of Commerce or Business Associations
- Labor Organizations

FORMAL CONTRACT

The applicant(s) selected to provide services will be required to enter into a standard service agreement with Golden Sierra. A template is available on the agency's website at https://goldensierra.com/wdb/proposal-requests/. Applicants are encouraged to review the standard service agreement prior to submitting proposals in order to be familiar with the contracting requirements.

Applicants are advised that Golden Sierra will require subcontractors to publicize the fact that particularly services are funded, in whole or in part, by Golden Sierra. All contracts will contain a provision requiring the contractor to abide by this requirement.

RFQ Release	12/04/2023
Last Day to Submit Questions	12/20/2023
Final Q&A Posted	12/22/2023
Deadline to Submit Response	01/03/2024 by 5:00pm PT
Workforce Board Approval	01/18/2024
Governing Body Approval	01/25/2024
Award Announcement	01/26/2024

IMPORTANT DATES

This RFQ may be updated at any time, without notice, to promote successful outcomes and ensure compliance with applicable rules and regulations.

QUESTIONS

Questions regarding this RFQ and/or the submission process should be directed to <u>keefe@goldensierra.com</u>. All questions must be submitted in writing by 12/20/2023. To ensure a fair and objective evaluation, answers to all questions will be posted on the agency's website at <u>https://goldensierra.com/wdb/proposal-requests/</u>.

SUBMISSION INSTRUCTIONS

Applicants must submit a proposal (Exhibit A) and references (Exhibit B). Please complete the forms in the format provided. No substitutions in format or design will be considered. The cover page must be signed by an authorized individual. Electronic signatures are acceptable. Exhibit A is limited to 4 pages, including the cover page. Please use a standard font and font size (ex: Arial, 10-12 point).

Submit application packets via email to keefe@goldensierra.com no later than 5:00pm PT on Wednesday, 01/03/2024. Late proposals will not be accepted. Exceptions will not be allowed and there is no appeal for not meeting the proposal deadline.

SUPPLEMENTAL DOCUMENTS

All applicants that successfully pass the evaluation process will be required to submit a CA Form 590, W-9, and proof of insurance. Only verification of insurance is required at this point; endorsement will be required if applicant is selected to provide services.

PROTEST PROCEDURES TO RESOLVE PROCUREMENT DISPUTES

All protests to resolve disputes concerning this RFQ shall be submitted in writing, must specify in detail the grounds of the protest, the facts and evidence in support thereof, and the remedy sought. The written protest must be delivered to the Golden Sierra within the time limits provided below. In the absence of a timely and properly submitted written protest, no party responding to this RFQ shall be eligible for any remedy.

Any applicant desiring to protest a determination concerning this RFQ or the recommendation of Golden Sierra staff, must file a protest, in writing, no later than five (5) calendar days following release of the staff recommendation. The Golden Sierra Executive Director shall resolve any protest based upon the written protest and any oral and written response thereto provided by Golden Sierra staff. Any resolution of the protest shall be deemed final.

Appeals

- An appeal of a denial of award can only be brought on the following grounds:
 - Failure of Golden Sierra Staff to follow the selection procedures and adhere to requirements specified in the RFQ or any addenda or amendments;
 - There has been a violation of conflict of interest as provided by California Government Code Section 87100 et seq;
 - A violation of State or Federal law.
- Appeals will not be accepted for any reasons other than those stated above.
- Appeals must be sent to:

Golden Sierra Job Training Agency Attn: Executive Director 115 Ascot Drive, Suite 140 Roseville, CA 95661

- Accepted appeals will be processed and reviewed by the Executive Director.
- The Executive Director will consider only those specific issues addressed in the written appeal.

LIMITATIONS

Golden Sierra shall not pay for any costs incurred by the applicant agency in the completion of this proposal. Submission of proposals does not, in any way, obligate Golden Sierra to award a contract.

Golden Sierra reserves the right to accept or reject any proposal, to negotiate with all qualified sources, or to cancel in part or in its entirety this RFQ, if it is in the best interest of Golden Sierra to do so.

Golden Sierra may require successful applicants to participate in contract negotiations and to submit additional programmatic or financial information as a result of negotiations prior to contract finalization. Golden Sierra shall reserve the right to terminate, with or without cause, any contract entered into as a result of this RFQ process.

MODIFICATION OF CONTRACTS

Any contract awarded pursuant to this RFQ may be unilaterally modified by Golden Sierra upon written notice to the contractor under the following circumstances:

- Contractor fails to meet performance and service expectations set forth in the contract; or
- The Federal or State government increases, reduces, or withdraws funds allocated to Golden Sierra, which impact services solicited under this RFQ; or
- There is a change in Federal or State legislation and/or their regulations, local laws, or applicable Golden Sierra policies or procedures.

SUBCONTRACTING

Subcontracting for specialized, technical portions of services, may be permitted upon approval of the evaluation team. In such instances, applicants must clearly delineate in the proposal any plans to subcontract, identify the nature and scope of any planned subcontracting activity, and identify and verify the capability of the proposed subcontractor(s). Golden Sierra reserves the right to approve the form and content of all subcontracts.

FEDERAL FUNDING DISCLOSURE STATEMENT

The services provided by STEP are fully funded by a grant award totaling \$464,276 (100%) from the Workforce Innovation and Opportunity Act (WIOA).

COVER PAGE

Organization Name Organization Address			
Contact Name		Title	
Applicant Type: Institutions of Higher Education Community Based Organizations (CBOs) Private For-Profit Organizations Private Non-Profit Organizations Government Agencies Local Chambers of Commerce or Business Associations Labor Organizations			

Approval of Signature Authority

Signature

Typed Name

Date

Student Training and Employment Program (STEP)

SERVICE PROVIDER PROPOSAL

I.

Qualifications (30 points) a. Describe the applicant's experience and capacity to serve the target population.

- II.
- Proposed Work Plan (50 points)a. Describe the proposed work plan.b. Include plans for outreach/recruitment.
 - c. Describe how the applicant will work with various partners.d. List the anticipated outcomes.

- III.
- Project Cost (20 points)a. Provide a budget that includes sufficient detail to determine costs are reasonable.b. Note: Subcontractors are not permitted to invoice Golden Sierra for administrative costs.

REFERENCES

Agency/Organization Contact Person Phone Number Email Address	Services Provided	Period of Performance Total Award Funding Source

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This agreement ("Agreement") is dated ______, and is entered into by and between Golden Sierra Job Training Agency, ("GSJTA"), and <u>CONTRACTOR'S NAME</u> ("CONTRACTOR"), who agree as follows:

- 1. <u>Services</u>. Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide the services described in Attachment A.
- Payment. GSJTA shall pay CONTRACTOR for services rendered pursuant to this Agreement at the billing rates set forth in Attachment B, and not to exceed a total of \$_____. This shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all invoices for said services to GSJTA in the manner specified in Attachment B.
- 3. <u>Attachments.</u> All attachments referred to in this Agreement shall be attached hereto, and are hereby incorporated by reference .
- 4. <u>Independent Contractor</u>. At all times during the term of this Agreement, CONTRACTOR shall be an independent contractor and shall not be an employee of GSJTA. GSJTA shall have the right to control CONTRACTOR only insofar as the results of CONTRACTOR'S services rendered pursuant to this Agreement.
- 5. <u>Licenses, Permits, Etc.</u> CONTRACTOR represents and warrants to GSJTA that it has all licenses, permits, qualifications, and approvals of whatsoever nature, which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to GSJTA that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement, any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are rendered.
- 6. <u>Term of Agreement.</u> This Agreement shall commence on _____, and shall terminate on _____. Contract may be extended by mutual consent, up to an additional two years.
- 7. <u>Entirety of Agreement.</u> This Agreement contains the entire agreement of GSJTA and CONTRACTOR with respect to the subject matter hereof, and no other agreement, statement, or promise made by any party, or to any employee, officer or agent of any party, which is not contained in this Agreement, shall be binding or valid.
- 8. <u>Conflict of Interest</u>. CONTRACTOR certifies that no official or employee of GSJTA, nor any business entity in which an official of GSJTA has an interest, has been employed or retained to solicit or aid in the procuring of this agreement. In addition, CONTRACTOR agrees that no such person will be employed in the performance of this agreement without immediately notifying GSJTA.

9. <u>Amendments.</u> This agreement may be modified by GSJTA upon written notice to CONTRACTOR if there is an increase or decrease in Federal or State funding levels or a change in State or Federal laws related to this Agreement.

10. <u>Requirements</u>

CONTRACTOR assures that it will fully comply with the requirements of the Workforce Innovation and Opportunity Act ("WIOA") and any State statues implementing the WIOA, or as those laws may be amended, all Federal and State regulations issued pursuant to those Acts, the Governor's policies and procedures issued pursuant to WIOA and State statutes. CONTRACTOR further assures that it will comply with the Office of Management and Budget ("OMB") Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Final Rule at 2 Code of Federal Regulations Chapter I and Chapter II, Part 200, et al. ("Uniform Guidance 2 CFR Part 200") and the Department of Labor's ("DOL") exceptions at 2 CFR Chapter II, Part 2900, et al. ("DOL Exceptions 2 CFR Part 2900") and all state and federal regulations, legislation, directives, policies, and procedures or amendments issued pursuant thereto. CONTRACTOR further assures it will comply with Public Law 107-288, Jobs for Veterans Act, as the law applies to DOL job training programs.

CONTRACTOR further assures that: 1) it will administer the agreement in full compliance with safeguards against fraud and abuse as set forth in WIOA and the regulations promulgated thereunder; and 2) every reasonable course of action will be taken by CONTRACTOR in order to maintain the integrity of this expenditure of public funds and to avoid any favoritism, questionable or improper conduct. The agreement will be administered in an impartial manner, free from efforts to gain personal, financial or political gain.

11. <u>Records.</u> CONTRACTOR shall maintain, at all times, complete, detailed records with regard to work performed under this agreement in a form acceptable to GSJTA and sufficient for GSJTA to comply with its reporting requirements pursuant to its WIOA Subgrant Agreement, and GSJTA shall have the right to inspect such records at any reasonable time. Notwithstanding any other terms of this agreement, no payments shall be made to CONTRACTOR until GSJTA is satisfied that work of such value, as described in Attachment A and B of this agreement, has been rendered pursuant to this agreement. However, GSJTA shall not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

Record retention must be performed in accordance with 29 CFR 97.42 and 29 CFR 95.53 that requires records must be retained for three years following the date on which the expenditure report containing the final expenditures charged to a PY's allotment or a grant is submitted to the ETA.

12. <u>Non-Discrimination/Equal Opportunity</u>. CONTRACTOR assures that it is an Equal Opportunity Employer and complies with the Americans with Disabilities Act of 1990. CONTRACTOR further assures compliance with EO 11246 of September 24, 1967, "Equal Employment Opportunity", as amended by EO 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60) as stated in 29 CFR Section 97.36(i)(3).

During the performance of this Agreement, CONTRACTOR shall comply with the provisions of the following laws:

- a) Fair Employment and Housing Act (Government Code section 12900 et seq.); and
- b) Title VI of the Civil Rights Act of 1964, and the Rules and Regulations promulgated there under and the provisions of WIOA, Section 188; and
- c) Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I – financially assisted program or activity. Other federal nondiscrimination requirements as referenced in WIOA Sec. 188; and
- d) Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color and national origin; and
- e) Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities; and
- f) The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
- g) Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs; and
- h) Uniform Guidance 2 CFR Part 200, DOL Exceptions 2 CFR Part 2900 and all other regulations implementing the laws listed above.

CONTRACTOR understands that the United States has the right to seek judicial enforcement of this assurance.

13. Protection of Human Subjects:

CONTRACTOR shall comply with the provisions of applicable federal regulations, including but not limited to Executive Order 13627 dated September 25, 2012, which requires safeguarding the rights and welfare of human subjects who are involved in activities supported by federal program funds.

14. Ownership of Information.

All professional and technical information developed under this Agreement and all worksheets, reports, and related data shall become the property of GSJTA, and CONTRACTOR agrees to deliver reproducible copies of such documents to GSJTA on completion of the services hereunder.

15. Intellectual Property.

a) Federal Funding. GSJTA may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from this Agreement, except as provided in 37 CFR Part 401.14. However, pursuant to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900 the federal government shall have a royalty-free, nonexclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

b) Ownership

- (1) Except where GSJTA has agreed in a signed writing to accept a license, GSJTA shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by CONTRACTOR or GSJTA and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by GSJTA, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purpose of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, CONTRACTOR may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, CONTRACTOR may access and utilize certain of GSJTA's intellectual property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, CONTRACTOR shall not use any of GSJTA's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of GSJTA. Except as otherwise set forth herein, neither the CONTRACTOR nor GSJTA shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to GSJTA, Contractor agrees to abide by all license and confidentiality restrictions applicable to GSJTA in the third-party's license agreement.

- (4) Contractor agrees to cooperate with GSJTA in establishing or maintaining GSJTA's exclusive rights in the Intellectual Property, and in assuring GSJTA's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions of this section. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to GSJTA all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or GSJTA and which result directly or indirectly from this Agreement or any subcontract.
- (5) Contractor further agrees to assist and cooperate with GSJTA in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce GSJTA's Intellectual Property rights and interests.
- c) Retained Rights / License Rights
 - (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or GSJTA and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to GSJTA, without additional compensation, a permanent, nonexclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
 - (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this subgrant agreement, provided that Contractor's user does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of GSJTA or third party, or result in a breach or default of this section or result in a breach of any provisions of law relating to confidentiality.
- d) Copyright
 - (1) Contractor agrees that for purposes of copyright law, all works of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to GSJTA to any work product made, conceived, derived from or reduced to practice by Contractor or GSJTA and which result directly or indirectly from this Agreement. Refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900.

- (2) All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or GSJTA and which result directly or indirectly from this Agreement may not be reproduced or disseminated without prior written permission from GSJTA.
- e) Patent Rights.

With respect to inventions (refer to Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR Part 2900) made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the scope of work, Contractor hereby grants to Golden Sierra entity a license for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to GSJTA, without addition compensation, all its right, title and interest in and to such inventions and to assist GSJTA in securing United States and foreign patents with respect thereto.

f) Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining GSJTA's prior written approval; and (ii) granting to or obtaining for GSJTA's, without additional compensation, a license, as described in paragraph nineteen c), for any of Contractors or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and GSJTA determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to GSJTA.

- g) Warranties
 - (1) Contractor represents and warrants that:
 - (a) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
 - (b) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or GSJTA and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There are currently no actual or threatened claims by any such third party based on an alleged violation of any such right by Contractor.
 - (c) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

- (d) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors.
- (e) Of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites locations, property or props that may be used or shown.
- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to GSJTA in this subgrant agreement.
- (g) It has appropriate systems and controls in place to ensure that state and federal funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
- (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) GSJTA MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE NOW EXISTING OR SUBSEQUENTLY ISSUED.
- h) Intellectual Property Indemnity
 - (1) Contractor shall indemnify, defend and hold harmless GSJTA and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnities") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim action, or proceeding, commenced or threatened) to which any of the Indemnities may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of GSJTA's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or "passthrough" entity and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that was issued after the effective date of this Agreement. GSJTA reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against GSJTA.

- (2) Should any Intellectual Property licensed by the Contractor to GSJTA under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve GSJTA's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to "pass-through" entity. GSJTA shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for GSJTA to continue using the licensed Intellectual Property or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, "passthrough" entity may be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- (3) Contractor agrees that damages alone would be inadequate to compensate GSJTA for breach of any term of these Intellectual Property provisions by Contractor. Contractor acknowledges GSJTA would suffer irreparable harm in the event of such breach and agrees GSJTA shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.
- i) Survival. The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.
- 16. <u>Confidentiality</u>. GSJTA and CONTRACTOR will exchange various kinds of information pursuant to this Agreement. That information will include data, applications, program files, and databases. These data and information are confidential when they define an individual or an employing unit. Confidential information requires special precautions to protect it from unauthorized use, access, disclosure, modification, and destruction. The sources of information may include, but are not limited to, the EDD, the California Department of Social Services, the California Department of Education, the California Department of Corrections and Rehabilitation, the County Welfare Department(s), the County Directors Office of Child Support, the Office of the District Attorney, the California Department of Mental Health, the California Office of Community Colleges and the Department of Alcohol and Drug Programs.

GSJTA and CONTRACTOR agree that:

- a) Each party shall keep all information that is exchanged between them in the strictest confidence and make such information available to their own employees only on a "need-to-know" basis.
- b) Each party shall provide security sufficient to ensure protection of confidential information from improper use and disclosures, including sufficient administrative, physical, and technical safeguards to protect this information from reasonable unanticipated threats to the security or confidentiality of the information.
- c) CONTRACTOR agrees that information obtained under this Agreement will not be reproduced, published, sold or released in original or in any other form for any purpose other than those specifically identified in this Agreement.

- (1) Aggregate Summaries: All reports and/or publications developed by CONTRACTOR based on data obtained under this Agreement shall contain confidential data in aggregated or statistical summary form only. "Aggregated" refers to a data output that does not allow identification of an individual or employer unit.
- (2) Publication: Prior to publication, CONTRACTOR shall carefully analyze aggregated data outputs to ensure the identity of individuals and/or employer units cannot be inferred pursuant to Unemployment Insurance Code Section 1094(c). Personal identifiers must be removed. Geographic identifiers should be specified only in large areas and as needed, and variables should be recorded in order to protect confidentiality.
- (3) Minimum Data Cell Size: The minimum data cell size or derivation thereof shall be three participants for any data table released to outside parties or to the public.
- d) Each party agrees that no disaggregate data, identifying individuals or employers, shall be released to outside parties or the public.
- e) CONTRACTOR shall notify GSJTA of any actual or attempted information security incidents, within 24 hours of initial detection, by telephone. Information Security Incidents include, but are not limited to, any event (intentional or unintentional), that causes the loss, damage, or destruction, or unauthorized access, use, modification, or disclosure of information assets. CONTRACTOR shall cooperate with GSJTA in any investigation of security incidents. The system or device affected by an information security incident and containing confidential data obtained in the administration of this program shall be immediately removed from operation upon confidential data exposure or a known security breach. It shall remain removed from operation until correction and mitigation measures are applied.

If CONTRACTOR learns of a breach in the security of the system which contains confidential data obtained under this Agreement, then the CONTRACTOR must provide notification to individuals pursuant to Civil Code Section 1798.82.

- f) CONTRACTOR shall provide for the management and control of physical access to information assets (including personal computer systems, computer terminals, mobile computing devices, and various electronic storage media) used in performance of this Agreement. This shall include, but is not limited to, security measures to physically protect data, systems, and workstations from unauthorized access and malicious activity; the prevention, detection, and suppression of fires; and the prevention, detection, and minimization of water damage.
- g) At no time will confidential data obtained pursuant to this agreement be placed on a mobile computing device, or on any form of removable electronic storage media of any kind unless the data are fully encrypted.
- h) Each party shall provide its employees with access to confidential information with written instructions fully disclosing and explaining the penalties for unauthorized use or disclosure of confidential information found in Section 1798.55 of the Civil Code, Section 502 of the Penal Code, Section 2111 of the Unemployment Insurance Code, Section 10850 of the Welfare and Institutions Code and other applicable local, state and federal laws.

- i) Each party shall (where it is appropriate) store and process information in electronic format, in such a way that unauthorized persons cannot reasonably retrieve the information by means of a computer.
- j) Each party shall promptly return to the other party confidential information when its use ends, or destroy the confidential information utilizing an approved method of destroying confidential information: shredding, burning, or certified or witnessed destruction. Magnetic media are to be degaussed or returned to the other party.
- k) If CONTRACTOR enters into an agreement with a third party to provide WIOA services, CONTRACTOR agrees to include these data and security and confidentiality requirements in the agreement with that third party. In no event shall said information be disclosed to any individual outside of that third party's authorized staff, subcontractor(s), service providers, or employees.
- CONTRACTOR shall designate an employee who shall be responsible for overall security and confidentiality of its data and information systems and each party shall notify the other of any changes in that designation.
- 17. <u>Indemnification</u>. CONTRACTOR shall hold harmless, defend, and indemnify GSJTA, its elected officials, officers, and employees, against all claims, demands, suits, actions, costs, counsel fees, expenses, damages, judgments or decrees, losses, injuries, liabilities both direct and indirect, including any and all costs and expenses in connection therein (collectively "claims") from CONTRACTOR's progress of the services performed pursuant to this Agreement, including claims by reason of any person's bodily injury, death or property damage, whether by negligence or otherwise. GSJTA agrees to defend, indemnify and hold harmless CONTRACTOR, its officers, agents, and employees from and against all claims, demands, actions, losses, damages, injuries, and liability, direct or indirect, including any and all costs and expenses in connection therein, arising out of the performance of this agreement to the extent caused by acts, errors or omissions of the GSJTA, except for any such claim arising out of the negligence or willful misconduct of CONTRACTOR, its officers, agents, or employees.
- 18. <u>Insurance</u>. CONTRACTOR shall obtain, maintain and file with GSJTA upon execution of this Agreement, the insurance listed below. Each insurance policy shall be endorsed with the following specific language:

Cancellation Notice. "This policy shall not be canceled or materially changed without first giving thirty (30) days' prior written notice to GSJTA."

Certificates of insurance shall be provided to GSJTA at execution of this agreement.

a) Comprehensive general liability insurance and/or other insurance necessary to protect the public with limits of liability of not less than \$1,000,000 combined single limit bodily injury and property damage with appropriate coverage endorsements to include broad form contractual, broad form property damage, contractor's protective, operations, auto and non-owned auto, host liquor, personal injury, and fire-legal liability applicable to this agreement. Each Comprehensive or Commercial General Liability policy shall be endorsed with the following specific language:

"GSJTA, its officers, agents, employees and volunteers, are to be covered as insureds for all liability arising out of operations, or on behalf of, the named insured in the performance of this Agreement."

- a) Workers' Compensation Insurance as required by any applicable law or regulation. Medical and Accident Insurance will be carried for those participants not qualifying as employees.
- 19. <u>Personnel.</u> CONTRACTOR has designated to oversee services to this Agreement. Reassignment or substitution of individuals will not be made without the prior written consent of GSJTA. Failure to obtain prior written consent shall be grounds for cancellation of the Agreement by GSJTA, and payment shall be made only for that work overseen by
- 20. <u>Contractor, Not Agent</u>. Except as GSJTA may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of GSJTA in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind GSJTA to any obligation whatsoever.
- 21. <u>Termination of Contract for Cause and Convenience</u>. If CONTRACTOR fails to perform said services to the satisfaction of the GSJTA, or if CONTRACTOR fails to fulfill in a timely and professional manner the obligations under this Agreement, or if CONTRACTOR violates any of the terms or provisions of this contract, then GSJTA shall have the right to terminate this agreement effective immediately upon GSJTA giving written notice thereof to CONTRACTOR. Notwithstanding failed performance, either party may terminate this agreement on thirty (30) days' written notice. GSJTA shall pay CONTRACTOR for all work satisfactorily completed as of the date of notice.
- 22. <u>Debarment, Suspension</u>. CONTRACTOR hereby certifies to the best of its knowledge that neither it nor any of its principals to be used in the performance of this Agreement is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency. CONTRACTOR further certifies that to the best of its knowledge, neither it nor any of its officers or principals, has been indicted, charged, or convicted of fraud or of a criminal offense in connection with obtaining, attempting to obtain, or performing public transaction or contract, violation of federal or state antitrust statues, or commission of embezzlement, theft forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- 23. <u>Drug-Free Workplace Certification</u>. CONTRACTOR certifies that it will comply the requirements of the Drug-Free Workplace Act of 1990 (Government Code Section 8350 <u>et seq</u>. and 29 CFR, Part 98) and will provide a drug-free workplace as stated in 20 CFR Section 667.200(d).
- 24. <u>Child Support Compliance Act</u>. CONTRACTOR certifies it will comply with all state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in California Family Code section 5200 <u>et seq</u>. and that to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the California Employment Development Department New Employee Registry.

- 25. <u>Lobbying Restrictions</u>. CONTRACTOR certifies it will comply with the lobbying restrictions codified in the Uniform Guidance 2 CFR Part 200 and DOL Exceptions 2 CFR 2900.
- 26. <u>Notification.</u> Any notice or demand desired or required to be given hereunder shall be in writing and deemed given when personally delivered or deposited in the mail, postage prepaid, and addressed to the parties as follows:

If to GSJTA:

Jason Buckingham, Executive Director Golden Sierra Job Training Agency 1919 Grass Valley Hwy, Suite 100 Auburn, CA 95603

If to AGENCY/ORGANIZATION:

Name, Title Contractor's Name 1234 First Street City, CA 95677

Any notice so delivered personally shall be deemed to be received on the date of delivery, and any notice mailed shall be deemed to be received three (3) days after the date on which it was mailed.

IN WITNESS WHEREOF, GSJTA and CONTRACTOR have executed this Agreement on the day and year set forth below.

GOLDEN SIERRA JOB TRAINING AGENCY

Date:

Jason Buckingham, Executive Director

Contractor's Name

Date:

Name, Title

Note: If a corporation, agreement must be signed by two corporate officers; one must be the secretary of the corporation, and the other may be either the President or Vice President, unless an authenticated corporate resolution is attached delegating authority to a single officer to bind the corporation.

SCOPE OF WORK

Description of service

SERVICES

Extracted from proposal

Narrative

- Outcomes & Measures
 Goals

Payment Schedule

Detailed listing of services provided including dates

Invoice Process

Submit detailed invoice to:

Golden Sierra Job Training Agency 1919 Grass Valley Hwy, Suite 100 Auburn, CA 95603 Attachment 1 Solicitation for Proposals This page is intentionally left blank

California Department of Rehabilitation Foundation for California Community Colleges Student Training and Employment Program (STEP) SOLICITATION FOR PROPOSALS (SFP)

August 2023

NOTICE OF AVAILABILITY OF FUNDS by the Department of Rehabilitation in coordination with Foundation for California Community Colleges

The DOR is an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. Requests for services, aids, and/or alternate formats need to be made by calling 916-654-7799 (voice). TTY users, please call through the California Relay Service at 711.







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Overview

Introduction

The California Department of Rehabilitation (DOR), in coordination with the Foundation for California Community Colleges (FOUNDATION), announces the availability of federal Workforce Innovation and Opportunity Act (WIOA) Title IV Vocational Rehabilitation funds through the Student Training and Employment Program (STEP):

- \$18,000,000 in total sustainable funding available for the three year program
- \$6,000,000 in sustainable funding available for year one
- Annual option for renewal and additional funds over three years

This funding opportunity represents a commitment to supporting projects that provide work experience; job preparation training; job exploration and postsecondary enrollment counseling; and self-advocacy training for students with disabilities (SWD). STEP is a continued investment in response to a real need for services.

Background

Workforce Opportunity and Innovation Act

The Workforce Opportunity and Innovation Act (WIOA), signed into law on July 22, 2014, supersedes the Workforce Investment Act of 1998 and retains and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

The WIOA established a broad vision of workforce programs. This vision:

- Reaffirms the ongoing role of American Job Centers;
- Requires coordination and alignment of key employment, education, and training programs;
- Promotes program alignment at the Federal, State, local, and regional levels;
- Builds on proven practices such as sector strategies, career pathways, regional economic approaches, work-based training;
- For Title IV, the vocational rehabilitation program, it establishes clear priorities in serving individuals with disabilities toward obtaining competitive integrated employment, reaffirms that business is a customer of the Vocational Rehabilitation (VR) system, and;
- Establishes that a priority of the VR system is serving youth with disabilities, particularly students.

DOR and FOUNDATION Partnership

The DOR and FOUNDATION established a partnership to provide meaningful support to SWDs in California in alignment with the vision of the WIOA. The DOR and FOUNDATION are committed to

collaboratively supporting local and regional initiatives that support SWDs in their transition to employment.

The FOUNDATION has a long-standing, effective working relationship with DOR and local and state workforce partners, including local boards, and the State Workforce Investment Board and its Labor Agency partners, including the Employment Development Department. The FOUNDATION has collaborated with DOR for the past five years on previous iterations of the STEP program.

The DOR provides services and supports to eligible individuals with disabilities and businesses requesting services at or referred from the America's Job Centers of California. As the Title IV representative, the DOR provides vocational rehabilitation services, knowledge, and expertise on the employment and accommodation of job seekers and employees with disabilities. DOR is a mandatory partner of the Workforce Development System.

Through its partnership with the FOUNDATION, the DOR proposes to fund services to SWDs through the Workforce Development Boards (WDB) and America's Job Centers of California (AJCC) system for prevocational skills training and paid work experience.

This SFP is governed by an agreement between FOUNDATION and DOR that terminates on December 31, 2026. Successful applicants agree to any changes in terms if FOUNDATION enters into a new agreement with DOR. FOUNDATION will provide notice of any substantive changes that will affect applicants.

Event	Date *
SFP release	Monday, August 14, 2023
Office Hours (60 minute sessions x 3) *Registration links available on STEP <u>webpage</u>	 August 2023/September 2023 Tuesday, August 22, 10:00am-11:00am Wednesday, August 30, 1:00pm-2:00pm Monday, September 11, 1:00pm-2:00pm
Last date to email questions	Wednesday, September 20, 2023
Q&A posted	Friday, September 22, 2023
Last date to respond to questions	Tuesday, Tuesday, September 26, 2023
Proposals due	Friday, Friday, September 29, 2023 by 5:00 p.m. PT
Award announcements**	Monday, October 30, 2023
Mandatory Virtual Grant Kick Off**	TBD

Important Dates

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Event	Date *
Grant Contracts and Training Period**	November 2023-February 2023
Grant Term (Grant activities may not start prior to the contract execution date)*	January 1, 2024- December 31, 2026

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

Eligibility

Eligible Applicants

Applicants must be either a Local Workforce Development Board of California (LWDB) or an America's Job Center of California (AJCC) seeking to increase services provided to students with disabilities. Only one proposal will be accepted from each LWDB or AJCC.

Eligible Participants

To be eligible for enrollment into the STEP, a participant must be:

- 1. An eligible consumer with DOR prior to enrollment in STEP; and
- 2. An individual with a disability in a secondary, postsecondary, or other recognized education program who:
 - a. Is not younger than 16;
 - b. Is not older than 21 years (must be offboarded from STEP before 22nd birthday); *and*
 - c. Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (<u>20 U.S.C. 1411 *et seq*</u>); *or*
 - d. Is an individual with a disability for purposes of Federal Education Section 504, which defines a person with a disability as "any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment" (<u>34 CFR 104.3</u>).

Eligible Activities

Required Services:

<u>Workplace readiness training</u>. Training may begin as soon as participants are identified and enrolled in the project.

• Opportunities to acquire and apply work-appropriate social skills, such as communication and interpersonal skills.

- Development of independent living skills such as financial literacy, mobility, and job-seeking skills.
- Learning about employer expectations for punctuality, performance, and other "soft" skills necessary for employment.
- Note: Workplace readiness training will not be required to be provided to SWDs who participated in work readiness training within the previous year from the date of enrollment in STEP.

<u>Work-based learning experience</u>. These paid work experiences can be:

- Short-term employment (paid work experience).
- Paid internships, apprenticeships, and on-the-job training in the community.
- Participation in informational interviews, work site tours, job shadowing, and mentoring opportunities in the community.
- <u>Paid work experience requirements</u>:
 - a. Each SWD must receive a minimum of 75 hours or one full pay period's worth of paid, W2 based employment.
 - b. Awardee responsibilities in providing paid work experience:
 - Ensure work site compliance with all labor laws.
 - Check that the work site is safe and is the appropriate setting for SWDs to learn new skills.
 - Verify the conditions of employment are appropriate.
 - Certify SWDs are paid no less than minimum wages for the state, county, and city where SWD's work site is located. The current minimum wage for the State of California is \$15.50. See U.S. Dept. of Labor, Wage and Hour Division's <u>webpage</u> for wage information.
 - Ensure any required consent forms are signed and any required work permits are obtained and on file.
 - Include on-the-job work trials/work simulations.
 - c. Note: paid work experiences are not restricted to summer months and may take place at any time within the contract period.

Other Services:

These services may be added to the required services as additional training and support for participants.

- 1. <u>Job Exploration Counseling</u>: Trainings can include:
 - Exploration of information about labor market composition, in-demand industry sectors, and nontraditional employment.
 - Discussions regarding in-demand occupations, career pathways, and vocational interest inventory results

2. <u>Postsecondary Enrollment Counseling</u>: This is an opportunity for participants to explore their options after graduation, including:

- Reviewing information about college, vocational, or trade school application and admissions processes, course offerings, career options, and resources available to support student success.
- Advising students and parents on academic curricula, postsecondary opportunities associated with career fields or pathways, and the type of academic and occupational training needed to succeed in the workplace.
- Support in completing the Free Application for Federal Student Aid (FAFSA).
- 3. <u>Self-Advocacy Training</u>: Training where SWDs learn to advocate for themselves can include:
 - Learning about rights and responsibilities, and how to request accommodations or services and supports. Practice communicating thoughts, concerns, and needs.
 - Participation in youth leadership activities, peer mentoring, or mentoring with educational staff.

Partnerships

Partnerships are an important component of the STEP grant. One of the aims for this funding is to build strong partnerships among key stakeholders who support individuals with disabilities. For the application, partnerships will be listed on the Participating Partners Form and the nature of the partnerships outlined in the proposal narrative. *See* the <u>STEP website</u>, where forms are available for download.

DOR Partnership

For the greater benefit of potential clients and consumers, one of the STEP program goals is to foster strong and lasting partnerships between WDBs/AJCCs and DOR. A working and collaborative partnership supports an open line of referrals and streamlined access to services for consumers or clients entering their local WDB, AJCC, or DOR office. Strong lines of communication across DOR and WDBs/AJCCs is also critical for awarded grantees to fulfill grant requirements such as monitoring SWD eligibility throughout the course of the program.

<u>Partnership with applicants' local DOR district office is required</u>. Applicants must submit a Letter of Support from their local DOR District Administrator. *See* Application Package and Scoring Rubric, below.

Additional Partners

In addition to DOR as a partner, the partners listed below are essential for the success of the grant as well as a critical component of a network of support for SWDs.

School Partners. High schools, community colleges, and other educational programs are key partners in supporting SWDs. School partnerships are intended to educate the community, inform outreach efforts, and improve collaboration with involved school staff. Best practices include

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connecting with schools in the area where potential participants are enrolled, and providing information about DOR and STEP.

Business Partners. Strong business partnerships are an essential element of STEP's goal to expand employment training and work experience for SWDs, including quality work sites and meaningful experiences. Applicants will be required to collaborate with a minimum of three businesses that will commit to providing W2-based paid work experience at no less than minimum wage for SWDs. The purpose of the paid work experience is to create a career pathway to self sufficiency. To that end, applicants are expected to curate quality and effective work-based learning experiences with their business partners.

Department of Developmental Services' Regional Centers. In their local and regional planning, applicants are encouraged to engage and work with partners to align with the <u>State's Competitive</u> <u>Integrated Employment</u> (CIE) strategy, also called "the Blueprint". Establishing a partnership with the California Department of Developmental Services' <u>Regional Centers</u> could assist with this requirement but also support increased participation by SWDs.

Additional funds for participant wages might also be available through the California Department of Developmental Services' Paid Internship Program as administered through the Regional Center System in each area. Funding for students ages 18-22 of up to \$10,400 may be available for those eligible for Regional Center Services. For more information, see the <u>Department of Development's</u> <u>website</u> and review the "Guidelines for Implementation of Competitive Integrated Employment Incentive Payments" document.

Grantee Requirements

Participant Management

Confirming participant eligibility is an <u>ongoing requirement</u>. Awardee shall ensure that a student satisfies the participant eligibility requirements before and for the full duration of providing any STEP services. Awardee will bear the cost if services are provided to ineligible participants. If a SWD participant becomes ineligible, reimbursement to applicant will not be provided on or after the date the SWD participant became ineligible, even if the services have already been provided and invoiced. Awardees are responsible for the following:

- Establish and maintain a process to collaborate with DOR to ensure all eligibility requirements are met prior to the provision of STEP services and throughout the grant term. Before services may begin for STEP participants:
 - All enrollment eligibility listed in the Eligible Participants section above must still be in effect;
 - The SWD must be enrolled with and have an an open case with DOR;
 - Data outlined in <u>Appendix A</u> must be provided to the local DOR contract administrator or FOUNDATION at the time of a student's enrollment and before any services begin; and

- Two forms must be completed, filed with DOR, and confirmation of receipt received.
 - DR260 Consent to Release and Obtain Information
 - DR203 DOR Student Services Request Form
- Provide verification of a participant's eligibility status at the time of the participant enrollment and on a monthly basis.
- Recruitment, placement, and oversight of SWDs during work-based learning experiences.

Employer of Record Service

An Employer of Record Service is a required component of this grant to support the fulfillment of W2 paid work-based learning experiences. An Employer of Record service (EoR) stands in the place of a traditional employer to address human resources needs in support of a participant's work-based learning experience. This differs from a payroll service in that the EoR additionally provides onboarding, I9 documentation review, insurance coverage, workers compensation and unemployment claims, personnel recordkeeping, along with payroll and wage/hour tracking.

To satisfy this requirement, applicants may choose to:

- Enroll with Career Catalyst, FOUNDATION's employer of record service provider.
- Utilize their own in-house services.
- Provide their own federally-procured employer of record service.

Note: applicant's choice of Employer of Record service provider will not be a factor in scoring of applications

Awardee Responsibilities. Applicants are required to:

- Facilitate W2 employment.
- Provide a minimum of 75 hours or the equivalent of a full pay period.
- Create a partnership with employer partners where SWD is at the center.
- Educate employer partners on STEP and SWD needs.
- Inspect work sites to ensure appropriate work environment, safety, and a good fit for SWDs.
- Audit work permits.
- Ensuring SWDs remain eligible for services. If eligibility status is not communicated with EoR and paid work experience is provided to ineligible participants, awardee will bear the costs.

EoR Service Selection

When selecting an EoR for the purpose of the STEP program, applicants must ensure that the EoR can meet the requirements for the program. The minimum level of service provided must include:

- W2 employment
- <u>Ability to hire minors</u>
- Onboarding of SWDs

- Compliance with state and federal labor laws
- Insurance coverage for SWDs

- Management of:
 - o issues involving taxes,
 - benefits

- o unemployment claims
- o workers' compensation
- o Payroll, including payment to SWDs
- o all relevant IRS forms
- A. **In-House EoR.** Applicants may utilize their own in-house employer of record. In-house services must be established and operational prior to submitting the application. The application must include a demonstration of the services provided and the capacity to continue services through the grant period.
- B. Federally Procured EoR. Applicants may use an already procured, contracted, and established employer of record service. Applicant is solely responsible for ensuring a competitive process in compliance with federal procurement policy set forth in <u>2 C.F.R. §</u> <u>200.317-327</u> has been conducted in the selection of an employer of record service. Applicant is responsible for attaching the Procurement Policy and the relevant competitive process documentation.

If selecting an applicant-provided Employer of Record Service, FOUNDATION shall not be liable for any potential liability related to or arising from such Employer of Record services. All liability related to or arising from such Employer of Record services shall be allocated between and incurred by Applicant and Applicant-Provided Employer of Record.

Contracting. Applicants will undertake their own contracting with an EoR service. Contracting and implementation with the EoR service will occur separately from the STEP grant application process.

Fund management. In both self-provided EoR choices, awardees will manage funds for paid work experience. Awardees will need to provide monthly reports on progress of their identified grant activities as well as financial reports showing paid work experience expenditures, including a breakdown of hours worked, rate of pay, and total wages.

Awardee Responsibilities. If providing their own EoR, awardees will undertake the following responsibilities:

- Monitoring and reporting wages, hours worked, and start and end times
- Ensuring compliance with labor laws (e.g., that meal breaks are taken)
- Reporting on
 - SWDs' work-based learning placements location.
 - SWDs' Number of hours worked and wages paid
 - SWDs' start and end dates
 - Financials

Career Catalyst

If applicants select this option, FOUNDATION will serve as the official employer of record for all paid work experience through **Career Catalyst**, a service established in 1998.

Service offerings.

- All–in-one web-based Enterprise Resource Planning platform: Workday or Paperless employee acquisition
 - Online timekeeping
 - Payroll processing
 - Employee access to paystubs and W-2s
- U.S. Bank Pay cards for participants
- Year-end tax reporting

- Leave management
- Unemployment claims management
- Workers' compensation management
- Ongoing operational support and customer service
- Monthly Community of Practice convenings
- Offboarding coordination

Cost. The cost of services include a) a one-time \$100 onboarding fee per participant (if a student needs to be re-onboarded for any reason, the onboarding fee will not apply a second time), and b) an 18.8% federally-recognized indirect cost rate on all wages and taxes. *See Appendix B* for the cost estimator guide.

Fund management. FOUNDATION will manage funds and reporting for all paid work experience.

Awardee responsibilities. Awardee will commit to the responsibilities in coordination with Career Catalyst, including:

- 1. Identifying Program Manager and Timekeeping Supervisor(s) that will oversee paid work experience placements and be responsible for digital onboarding, timekeeping, and off boarding;
- 2. Timely communication of SWD work experience start and end dates, in alignment with Career Catalyst Onboarding/Off-boarding Policies;
- 3. Collection of work permits for minors, using the Foundation's work permit intent form;
- 4. Collection of Worksite Agreements from each external business partner, prior to start of paid work experience;
- 5. Verification of SWDs' DOR enrollment prior to provision of any service(s);
- 6. Ensuring all SWDs complete an online application that will serve as their employee intake form;
- 7. Electronic completion of Sections 1 & 2 of the I-9 through Workday within three days following the SWD's first day logging hours to be paid; and
- 8. Bi-weekly electronic input, approval, and submission of SWD timesheets, using Foundation's ERP, Workday.

More information. See the Career Catalyst website at:

https://foundationccc.org/our-work/workforce-development/increasing-opportunities-for-apprenti ceships-internships-and-skill-building/career-catalyst/

Contracting

The FOUNDATION will oversee the contracting process for the SFP by managing and distributing contract funds.

The FOUNDATION will contact the awardees to finalize contract details. In some cases, FOUNDATION may request that the contracts incorporate changes to the original project proposals. After the contract negotiations, if any, the FOUNDATION will email the contract to the awardees for signature. The FOUNDATION expects contract negotiations to begin upon selection of awardees with a project start date estimated as early as January 1, 2024. Selected applicants must execute a contract with FOUNDATION to access awarded funds.

STEP activities may not begin until a fully executed contract is in place and must be completed by December 31, 2026 (contract term end date).

Contracting and Employer of Record Service Selection

<u>Applicant's own EoR service or a federally procured EoR</u>: contracting for this grant is mutually exclusive from any agreements for implementing EoR services with other parties. DOR and FOUNDATION will not be parties to the EoR service contract.

<u>Career Catalyst as EoR</u>: contracting for the STEP grant is combined with the Career Catalyst service agreement. FOUNDATION will be a party to the grant agreement/Career Catalyst service agreement.

A sample contract for each scenario is included in the solicitation package, found on the <u>STEP</u> <u>website</u>.

Technical Assistance

FOUNDATION will provide technical assistance as needed throughout the grant term. Awardees will be required to attend certain technical assistance activities. More detailed information will be shared with awardees.

Personnel who are expected to attend:

- Grant/Program Manager. The person with oversight of grant implementation and reporting Work Experience Lead Coordinator.
- The person responsible for facilitation, timekeeping oversight, and document collection for paid work placements

Mandatory Kick-Off Event

Awardees must commit to participating in the Virtual Awardee Kick-Off to be hosted by the FOUNDATION. Awardees will be notified of the date and time of the kick-off event after awards are announced.

Other Technical Assistance

FOUNDATION may provide other technical assistance at its sole discretion. Examples of the type of technical assistance that may be provided:

- *Community of Practice*. Community of Practice Zoom calls create a platform for engaging grantees, building community, and sharing information.
- *Training Webinars*. Web-based training on grant administration topics, such as reporting and invoicing and provided either live or asynchronously.
- *Virtual Convenings*. Gatherings based on the needs of grantees, which may include Peer Learning Circles, workshops and webinars, and Learning labs.
- *Shared Drive/Information Hub*. A web-based hub for resource sharing of documents such as a grant resource guide, reporting templates, and user guides.
- *Support of Peer-led Topic Groups*. A space for focused discussions and resource sharing on topics identified by grantees.

Reporting Requirements

Applicants must have the capability to report expenditures, participant data, and outcome data to the state through a provided reporting template. Reports are expected to be timely, thorough, and accurate. Details regarding grant codes and specific data elements that need to be reported will be provided to all awardees.

Awardees are expected to document lessons learned, and effective/promising practices ascertained through this project.

Monthly Reporting

Awardees will be required to submit monthly reports on:

- 1. Verification that each SWD satisfies the participant eligibility requirements, as defined in the "Participant Eligibility" section above.
- 2. Participant training and work-based learning.
 - a. The type and amount of training provided to each SWD.
 - b. SWDs' work-based learning placements location.*
 - c. SWDs' Number of hours worked and wages paid.*
 - d. SWDs' start and end dates*
- 3. Financials,* and

4. Data elements including participant information, project activities and services provided, and expenditures. *See Appendix A* for specific monthly data reporting metrics.

*Note: the starred metrics above are tracked by FOUNDATION for Career Catalyst employees. Grantees who select to provide their own Employer of Record service will be required to work with their EoR service to report on 2(b)-(d), and 3.

For guidance, please refer to *Monthly and Quarterly Financial Reporting Requirements* (<u>WSD19-05</u>) on EDD's website.

Quarterly Monitoring

The FOUNDATION and DOR will review awardee's progress on performance goals set out in the application on a quarterly basis.

Bi-Annual Reporting

Two narrative reports per year of the grant term will be required. The bi-annual narrative reports are critical to FOUNDATION's monitoring and oversight process. This report consists of a few narrative questions for qualitative feedback on how the program is progressing. Results will be used to inform Technical Assistance activities, learn about successes, and help the administration team assist with challenges. More details will be provided to selected awardees.

Close-Out Reporting

Within 60 days of the project term date, the following reports will be due:

- **Project closeout report.** Further guidance regarding reporting and closeout requirements can be found in *WIOA Closeout Requirements* (<u>WSD16-05</u>) on EDD's Website.
- Activity report. A two page summary of all activities that occurred during the contract period, including the number of students served, services provided, statistical data, and other relevant metrics gathered during the grant period.
- **Final Contract Evaluation Form.** *See also* Required Forms, below. Due no later than 60 days after the conclusion of grant activities.

Grant Program Forms

<u>DOR Forms</u>: these essential DOR forms will be used for SWD enrollment purposes throughout the grant term and are listed here for reference.

- **DR203 DOR Student Services Request Form.** <u>Before services can be rendered</u>, complete this form, return to DOR, and confirm receipt by DOR.
- **DR260 Consent to Release and Obtain Information**. <u>Before services can be rendered</u>, complete this form, return to DOR, and confirm receipt by DOR.
- DR205 Student Services Plan. Optional form.

<u>Program Forms</u>: These forms will be used throughout the grant term and are provided here for reference only.

- **Biannual Narrative Report.** Twice yearly report consisting of a few narrative questions for qualitative feedback on how the program is progressing.
- **Final Contract Evaluation Form.** Provides a summary of outcomes, grant activities, and SWD demographics, and a narrative summarizing grant activities. This form is due no later than 60 days after the conclusion of grant activities.
- Sample Foundation contracts. See the STEP website for sample contracts.
- Monthly Invoice and Reporting Templates. To be provided to awarded grantees.

Payment Provision & Invoicing

Monthly invoicing is required for all awarded grant funds. Invoices are due by the 10th of the month following costs incurred. Monthly invoice templates and training via webinar will be provided. Payments shall be issued within 45 calendar days from the date the invoice is received, in accordance with the <u>California Prompt Payment Act</u>.

The FOUNDATION will compensate grantees for services provided upon receipt and approval of invoices in accordance with the approved budget. Total amounts invoiced shall not exceed the award amount. Grantees shall maintain thorough accounting ledgers to support all charges and year-to-date expenditures of grant funds.

Recordkeeping and Monitoring

Awardees must comply with the OMB cost principles set forth in the <u>Uniform Administrative</u> <u>Requirements, Cost Principles, and Audit Requirements for Federal Awards</u>. <u>2 C.F.R. 200 et seq</u>.

Records

Awardees will be required to maintain project and fiscal records sufficient to allow federal, state, and local reviewers to evaluate the project effectiveness and proper use of funds. The record keeping system must include both original and summary (e.g., computer generated) data sources. Awardees will retain all records pertinent to this contract for a period of three years from the date of final payment of this contract.

Monitoring

Awardees will be monitored and/or audited by the state in accordance with existing policies, procedures, and requirements governing the use of WIOA funds. Awardees are expected to be responsive to all reviewers' requests, provide reasonable and timely access to records and staff, facilitate access to subcontractors, and communicate with reviewers in a timely and accurate manner.

• <u>Units of local government or non-profit entities</u>: ensure that audits required under OMB guidelines are performed and submitted when due.

• Awardees under WIOA Title I that expend more than the minimum level specified in 2 <u>C.F.R. 200 et seq</u>: conduct an organization-wide audit in accordance with Uniform Administrative Requirements or a program-specific financial and compliance audit.

Evaluation

In the event that a statewide evaluation of workforce development is implemented, awardees will be required to participate in that evaluation by providing requested data and information. *See* WIOA, <u>29 U.S.C. §§ 3174, 3141(e)</u>. Therefore, all award recipients are expected to document lessons learned, and effective/promising practices ascertained through this project.

Funding and Application Requirements

Funding Requirements

Through this SFP, with sufficient qualified applicants, up to \$6,000,000 is available from federal WIOA Title IV Vocational Rehabilitation funds with the potential for an increase in funds available in the future, depending on fund availability.

<u>Award amounts</u>. Each applicant may request up to \$750,000 per contract year.

<u>The estimated grant term</u>. 36 months, starting January 1, 2024 and closing December 31, 2026. It is anticipated that the first two months of the project will be used for program organization and start-up, including identifying additional businesses and SWDs to participate in the project.

<u>Project Budget</u>. For the application, applicants should propose a budget for the **first 12 months** of the grant term. Budgets will be resubmitted annually for the remaining 24 months, with the opportunity to revise requested award amounts in each revision to up to \$750,000. Funds will roll over between each year for the duration of the grant agreement term. *See* <u>Appendix B</u> for budget worksheet guidance.

<u>Administrative Costs</u>. Up to 10% of total direct costs may be included in the budget as administrative costs.

- Direct costs include: staff salaries and benefits, work readiness stipends, and local travel.
- Administrative costs are not available for subcontractor fees or costs of an employer of record service.
- Subcontractors may include administrative costs in their own budget.

<u>Please note</u>: No obligation or commitment of funds will be allowed prior to or beyond the contract period of performance. Any contract funds not expended during the contract period shall be returned to the state.

If for any reason, the funds either do not become available or are reduced due to budgeting/fiscal/administrative reasons, the State shall have no liability to pay any funds or to furnish any other considerations under this SFP, and no awardee will be obligated to perform any provisions of this SFP.

Grant Award Amounts

Applicants may submit a proposal for up to \$750,000 per contract year. Final awards may be adjusted depending on the number of successful applicants.

Allowable Use of Funds

With the exception of the allowed 10% administrative costs, all grant funds shall be expended to provide direct services to students.

- Awardees shall comply with WIOA and the OMB Uniform Guidance (<u>2 CFR Part 200 et</u> <u>seq</u>.) while expending funds under this award.
- Direct services include staff time spent working directly with SWDs, businesses, schools or DOR for purposes of developing and performing grant services.
 - Examples of direct services: training direct service staff, training materials, direct service staff travel, staff wages/work expenses, and work readiness stipends.
- Subcontractors may be used to support direct services only. A subcontractor's role within the project:
 - Provides (commercial) goods and services to a variety of purchasers within normal business operations
 - Operates in a competitive environment
 - Provides goods or services that are ancillary to the operation of the state program
 - Does not participate in program design
 - Holds little or no independent discretion over program work or direction
 - Undelivered work will result in non-payment
 - Not required to directly support goals of grant
- Workplace Readiness Training stipends may be issued to SWDs by awardees.
 - Note that wages, stipends, or gift cards for training activities will not be issued by the FOUNDATION.
- Supportive services are not generally allowable.
 - Unallowable supportive services may include, but are not limited to: bus passes, equipment, and clothing.
 - Should a SWD require supportive services to access the paid work experience, please refer the SWD to their DOR Vocational Rehabilitation Counselor.
- While there is no matching funds requirement, this may be necessary. Any matching funds may include, for example, in-kind/co-enrollment expenses.

Application Requirements and Scoring Rubric

Applications should include the requested information below, along with completed forms and attachments. Please complete the application in the format provided.

Application Package

Awardees will be required to submit the following documents as part of the application package. *See* the STEP <u>website</u> for forms available to download.

- SFP Form SIGPN. Signature Page and Project Proposal Narrative (fillable Adobe pdf)
- Excel Workbook:
 - <u>Participating Partners Form</u>. This form is required to show the list of partners that will participate in the STEP project. Participating partners include 1) local DOR District Administrator; 2) schools that SWDs attend; and 3) a minimum of three businesses that are providing the work experience for SWDs
 - <u>Budget Worksheet</u>. The estimated grant expenditures for the first 12 months of the grant term. *See <u>Appendix B</u>* for guidance on completing the budget.
 - <u>Career Catalyst Estimator</u> (if applicable): for applicants choosing the Career Catalyst employer of record service only. *See <u>Appendix B</u>* for guidance on completing the estimator.
- Letter of Support from local DOR District Administrator. Note that no form is provided for this letter. The letter of support should be from the DOR District Administrator on their letterhead.
- **Federally Procured EoR (if applicable):** Attach the Procurement Policy and the relevant competitive process documentation.

Scoring Rubric

Applications will be scored and ranked by teams of independent reviewers based on the criteria set forth in this SFP.

The ranked scores will serve as the primary basis for making recommendations for funding in conjunction with other factors, such as geographic distribution of funds, uniqueness, and innovative aspects of the proposal. Only those proposals deemed to be meritorious and in the best interests of the state will be recommended for funding.

The scoring value of each section of the SFP is as follows:

Section	Description	Points
Forms	 Complete these documents, available for download on the <u>STEP website</u>. Signature Page and Project Proposal Narrative (SFP Form SIGPN), a fillable PDF form. Excel Workbook: Participating Partners Form 	5

Section	Description	Points
	 Budget Worksheet Career Catalyst Estimator (if applicable) 	
Letter of Support	 Include a letter of commitment from applicants' local DOR District Administrator. The letter must include a commitment to collaborating to ensure ongoing eligibility and enrollment of STEP participants no less than on a monthly basis. A full list of statewide DOR District Administrators is included with this SFP. 	5
Readiness to Serve SWDs	 Identify and explain applicant's knowledge, experience and capacity to serve participants. Demonstrate that a workplace readiness training program is ready to be implemented at applicants' location. For applicants with little or no experience serving SWDs, describe a detailed approach regarding the development and implementation of strategies for serving SWDs. 	5
Participants	 Describe the SWDs to be worked with through this grant and any recruitment and retainment strategies. Provide demographic information if possible. Indicate the number of SWDs expected to be served and a rationale for the calculated costs per student, including which services will be provided and the anticipated student need. Costs per student can be determined by factoring the number of students anticipated to participate by total grant funds being requested. Per student costs will vary depending on services to be provided and anticipated student need. Outline plans for: Determining eligibility. Explain the processes utilized to ensure accurate and timely determination of eligibility, both for participant enrollment and for verifying ongoing eligibility status. Obtaining referrals. Explain the strategies and processes for gaining referrals, including key partners. Retaining participants. Include explanations of what services and strategies will be used. 	15
Partnership	 Include details for partnerships with DOR, school partners, business partners, and regional centers. <u>DOR Partner</u>. Detail the roles and responsibilities for both applicant and DOR partner. This description should include: a. What stage of partnership building: 	20

Section	Description	Points
	 New partnership: explain how collaboration with DOR will be undertaken, including what steps will be taken to build a strong, lasting collaboration. If working to reestablish a lapsed partnership, consider it a new partnership for the purposes of this SFP. Ongoing partnership: provide a brief history of the partnership, explain how each partner contributes to the partnership, and outline the strategies for maintaining a strong, lasting collaboration. Detail how applicant will undertake ensuring participant eligibility. Include an explanation of how applicant and DOR will work together to ensure <u>continued eligibility</u>. If applicable, attach the memorandum of understanding (MOU) with the local DOR District Office. <u>Additional Partners</u>. Identify and outline plans for partnerships with: School Partners. Outline an outreach plan for creating partnerships with local school districts and individual schools. Business Partners. Identify a minimum of three businesses that are committed to curating a quality paid work experience for engaging with SWDs. Provide a clear engagement strategy with these employers to provide paid, W2 work experiences for minor SWDs at no less than minimum wage and in accordance with all labor laws. <i>See</i> Project Work Plan, below. Competitive Integrated Employment Strategy. Address ways to engage and work with partners to align with the state's CIE strategy. Name which Regional Center applicant will create a partnership with, if applicable. For each partner above, outline plans for gaining referrals: Plans for contacting each partner Strategy in working with partners, and The communication plan for maintaining the line to referrals 	
Employer of Record Service	 Select an employer of record service, either a self-provided EoR service or Career Catalyst, and: Self-Provided EoR. Demonstrate how the EoR will provide the minimum level of service outlined above. This may include providing additional documentation demonstrating an established capacity to provide support for W2 employment at minimum wage for minors and in compliance with all labor laws and regulations. Provide details of the costs associated with the employer of record service, including a breakdown of cost by type. Specific requirements for each self-provided EoR: 	10

Section	Description	Points
	 In-house. provide an explanation of the methods and procedures implemented by applicant's own employer of record service. Federally procured. Provide an explanation of the methods and procedures implemented by the EoR and: the contract/service agreement with the employer of record service applicant's Procurement Policy and any documentation for the competitive process to certify procurement was obtained through competitive process in compliance with federal procurement policy set forth in <u>2 C.F.R. § 200.317-327</u>. Career Catalyst as EoR. Indicate that Career Catalyst will serve as EoR and explain how awardee responsibilities outlined above will be undertaken, including the processes to be implemented and any foreseen challenges. 	
Project Work Plan	 Describe the services to be provided. Outline the plan for how each service will be provided. For detailed descriptions of each service, see Eligible Activities, above. Required services: 1. <u>Workplace readiness training</u>. Outline the curriculum and identify how services will be provided. 2. <u>Work-based learning experience</u>. Outline the training to be provided and identify how work-based learning experiences will be provided to participants. Include details about the partnerships to be leveraged. Other Services. Explain the counseling to be provided, including the structure, frequency, and objectives of: Job Exploration Counseling, Postsecondary Enrollment Counseling, and Self-Advocacy Training 	20
Outputs and Outcomes	 Explain performance goals and expected outcomes, and show how they align with program, state, and local goals. Performance goals should align with serving the proposed number of SWDs, with a potential of co-enrolling these students into other DOR/WIOA programs. In evaluating these outcomes, it is understood that local goals program designs may vary significantly and necessitate flexibility. 	15
Budget Worksheet	 Prepare a budget proposal for the first 12 months of the program. For a breakdown and explanation of the budget worksheet, see <u>Appendix B</u>. 	5

Section	Description	Points
	 Include all anticipated costs, including the Employer of Record service selected. Self-selected EoR service: complete the Work-Based Learning Experience Sages and Employer of Record Service Cost section. Career Catalyst EoR service: complete the Career Catalyst Estimator tab of the Excel Workbook. The total will auto populate in section 2 of the budget worksheet. See <u>Appendix B</u> for details on completing this section. Unused funds from the first year budget will roll over to the second year budget. Awardees will have the opportunity during the budget-making process to revise the requested award to up to \$750,000 each year. 	
Optional Bonus: Previous STEPS Awardees	Applicants who were grantees in past iterations of Summer Training Education Program for Students (STEPS) may earn points by demonstrating the quality and effectiveness of their services and describing positive outcomes for SWDs.	2
Total Points	Minimum and Other Requirements Total Maximum, Exclusive of Bonus Points	100

Application Format

Guidelines for application format:

- <u>Page limit</u>: Proposal narrative (SFP Form SIGPN) is limited to the space provided in the form. Additional pages will not be included in the review and scoring.
- <u>Font size</u>: 12 point

Application Period and Review Process

Application Deadline

Submit applications via email to <u>step@foundationccc.org</u> no later than **5:00 p.m. PT., September 29, 2023**.

Late proposals will not be accepted. Exceptions will not be allowed and there is no appeal for not meeting the proposal deadline.

Application Period Support

During the application period, the following technical assistance support is available through the FOUNDATION:

- Information session via Zoom July 24, 2023. A recording will be made available on the <u>STEP webpage</u>.
- 60-minute Zoom support sessions led by the solicitation team:
 - Tuesday, August 22, 10:00am-11:00am
 - Wednesday, August 30, 1:00pm-2:00pm
 - Monday, September 11, 1:00pm-2:00pm
- Support via email at step@foundationccc.org until September 20, 2023.
- Questions and responses from support sessions and email will be posted on the <u>STEP</u> webpage.

Application Review

Recommendation for Funding

Award decisions to be announced via email by October 30, 2023.

Rejection of Application

A proposal may be disqualified for not meeting the proposal requirements. An appeal of the disqualification decision may be filed. There is no appeal process for not meeting the proposal submission deadline. Final funding decisions cannot be appealed.

The FOUNDATION will send notice of disqualification via the email provided in the application.

Appeal

Applicants may file an appeal within three (3) business days via email to <u>step@foundationccc.org</u> after the Notice of Intent to Award in dispute of an action by FoundationCCC.

The appellant must submit the facts in writing with the following information:

- Appealing organization's full name, address, contact name and title, contact's email address, and telephone number.
- A brief statement of the reasons for appeal, including citations to the SFP and pertinent documents.
- A statement of the relief sought.
- Original signature of the authorized signatory authority of the organization.

FOUNDATION will review and evaluate the appeal documentation and provide a written decision to the appellant. FOUNDATION will consider providing an oral debrief at its sole discretion. The

written decision of FOUNDATION's authorized representative shall be final and not subject to reconsideration or appeal with FOUNDATION or FOUNDATION's Board

Appendix A: Data Report Metrics

Data required upon SWD enrollment and prior to services

Local Workforce Boards/AJCC operators will provide the following information at the time of a student's enrollment, at least once monthly, and prior to the provision of any STEP services. Monthly data report shall be submitted via email to step@foundationccc.org.

- Student's name
- Birthdate
- School and dates of attendance (i.e. graduation dates and post-secondary ed dates)
- Type of, and proof of disability (could be by signature from school official)
- Start date of service(s) provided under the agreement

- End date of service (if applicable)
- Name and address of employer/ work experience placement
- Social Security Number
- Home and mailing address as appropriate
- Contact number and email if available
- Services to be provided
- Cost of services provided (projected)
- Outcome/results (projected)

Monthly Data Report Metrics

Local Workforce Boards/AJCC operators will provide the following information for all enrolled students participating in STEPS monthly and upon conclusion of the STEP to the local DOR contract administrator or the FOUNDATION.

- Student's name
- Services provided
- Cost of Services provided (STEP)
- Type and cost of other services provided (e.g., Title I funds)
- Outcome/results of services
- Student returned to school
- Student enrolled in post-secondary education/training

- Student obtained employment as a result of service (e.g., with STEP work experience employer)
- Student obtained employment separate from STEP
- Other (provide explanation)
- The type and amount of training provided to each SWD.
- SWDs' work-based learning placements.
- SWDs' Number of hours worked.

Appendix B: Budget Worksheet and Career Catalyst Estimator Guide

For the Career Catalyst Estimator guide, see below.

Budget Worksheet

Instructions

- Enter grant expenditures in the yellow cells.
- Enter leveraged expenditures in the blue cells. Leveraged funds are optional, as there is no matching requirement for this grant.
- The white cells automatically calculate values. Do not enter values into these cells.

Worksheet Guide

PROJECT BUDGET NEEDS

Total amount requested refers to the total grant award requested.

• Do not enter values in the "amount requested" or "leverage" cells. These will automatically populate from the totals at the end of the worksheet.

Number of students to be served is the estimated number of SWDs listed in the work plan and participant sections of the Project Proposal Narrative form.

• <u>Do enter</u> the number of students to be served.

Section 1. PERSONNEL

Salaries and benefits are estimated based on total FTEs assigned to STEP for engaging directly with participants and partners. Enter the values into the yellow and blue fields.

- Any time spent on administrative or leadership roles is not included.
- Note in the example that leveraged funds in the right column supplement grant funds.

Section 2. WORK-BASED LEARNING EXPERIENCE WAGES AND EMPLOYER OF RECORD SERVICE COST

This section includes the wages to be paid to participants as part of paid work-based learning experiences, split out based on the selected Employer of Record service.

Career Catalyst EoR Option. Do not enter any values into this section.

- Instead, go to the Career Catalyst Estimator tab in the Excel Workbook. See below for guidance and instructions.
- The values for this line automatically fill from the Career Catalyst Estimator tab.

In-house or Federally procured Options.

- **Employer of Record Service Administrative Fees** refers to the total costs of a grantee-provided EoR service, either in-house or federally procured.
 - Enter the total costs in this line, including the contract amount and any associated fees.
 - Provide the breakdown of these costs in the Project Proposal Narrative, Employer of Record Service section.
 - For example, the total costs of an in-house EoR service is \$20,000 for the year. Fill in \$20,000 to this line.
- **Total wages** refers to the value calculated by multiplying (number of students) x (wage rate) x (total number of hours worked).
 - For example, the work plan estimates 100 students will work 75 hours at \$15.50 per hour.
 - Total wages will be: (100 students) x (75 hours) x (\$15.50/hour) = \$116,250
- **Total Taxes** include: 20% of student wages = baseline taxes at 12% + workers' compensation at 8%.
 - (20% tax) x (wages) = tax total.
 - Note that estimated taxes and workers' compensation are a variable cost. The actual cost will be billed.
 - From the example above: (20% tax) x (\$116,250 wages) = \$23,250 total taxes
- **Total Program Cost** refers to the total cost of the selected Employer of Record service, Total Wages, and Total Taxes. This line will automatically populate with that total.
 - From the examples above: (EoR service \$20,000) + (total wages \$116,250) + (total tax \$23,250) = \$159,500
 - \$159,500 will automatically populate into the "Total Program Cost" line.

Section 3. TRAVEL

To be included in this line, travel needs to be for the purpose of direct services to participants.

Section 4. WORKPLACE READINESS TRAINING STIPEND (optional)

Providing stipends to participants for workplace readiness training is optional.

Section 5. SUBCONTRACTOR (optional)

Subcontractor fees are allowable if they support participants directly.

• For example, a subcontractor providing know-your-rights training to participants is allowable because it is a service working directly with participants on a program service.

ADMINISTRATIVE COST

Do not enter any values into these lines. They will automatically calculate.

- Direct Costs = (Salaries + Benefits) + (Travel) + (Workplace Readiness Training Stipends). This subtotal is used in calculating the total administrative cost.
- Administrative costs = 10% x (Direct cost)
 - For example, if direct costs total \$157,680, then (10% administrative costs) x (\$157680 direct costs) = \$15,768 total administrative costs.

TOTAL

The totals for grant expenditures and leveraged funds appear in the Total line.

- Grant expenditures include the values from: salaries, fringe benefits, (total program costs) *or* (total Career Catalyst Program), travel, stipends if applicable, subcontractor fees if applicable, and total administrative costs.
- Leveraged expenditures include values from the same lines as grant expenditures, totaled in the column on the right.
- These are the same values that automatically populate the totals at the top of the worksheet.

Career Catalyst Estimator

In the Excel Workbook, navigate to the tab titled Career Catalyst Estimator. This estimator will assist in calculating the budget for the "Total Career Catalyst Program" line in the budget worksheet. The total calculated here represents the total cost of Career Catalyst's services. The values in the table are an example only, not a prescriptive set of values.

Complete table by filling values for *number of students, *hourly rate, and *total hours.

- 1. **Students.** Include the estimated number of students for the grant term. This will be the same number outlined in the "Participants" portion of the application
- 2. **Wage rate.** The hourly rate for participant wages will be either CA minimum wage (\$15.50) or the wage rate of the worksite's municipality, <u>whichever is higher</u>.
- 3. Hours. Minimum total hours are 75 hours or one full pay period.

The remainder of the table automatically calculates the remaining values.

- 4. **Subtotal.** The Wages line is a subtotal of: (number of students) x (hourly rate) x (total hours).
 - For example, (10 students) x (\$20.00 wages) x (100 hours worked) = \$20,000 total wages
- 5. **Tax calculation.** Total taxes are estimated as:
 - 20% of student wages = (baseline taxes at 12%) + (workers' compensation at 8%). The taxes apply to the subtotal in line 4.
 - \circ (20% tax) x (wages) = tax total.
 - Note that the tax and workers' compensation are variable costs, meaning the actual cost will be billed.
 - From the example above, the total estimated taxes for \$20,000 in total wages will be: (20%) x (\$20,000 in wages) = \$4,000 total taxes.
- 6. **Subtotal.** This line is a subtotal of (wages) + (taxes) from lines 4 and 5, respectively.
 - From the example above: (\$20,000 wages) + (\$4,000 taxes) = \$24,000 total wages and taxes.
- 7. **Indirect calculation.** FoundationCCC charges an 18.8% indirect cost rate on total wages and taxes from line 6.
 - For example, the calculation will be: (18.8% indirect) x (\$24,000 wages and taxes) = \$4,512 in indirect costs.
- 8. **Onboarding fee.** Foundation charges a \$100 one-time onboarding fee per participant, invoiced when the student is hired. If a participant offboards and wishes to be onboarded again in the future, the \$100 fee would not apply.

- The fee is not included in the calculations in lines 4-7. Rather, it is added at the end of the pricing sheet.
- For example, for 100 students, the onboarding fees total \$1,000 (100 students x \$100).
- 9. Total. This is the grand total of the calculations above.
 - Includes: subtotal in line 6 (wages + taxes) + line 7 (indirect costs) + line 8 (onboarding fee)
 - From the example above, the grand total is calculated: (wages plus taxes 24,000) + (indirect cost \$4,512) + (onboarding fee total \$1000) = \$29,512.00 total program costs.
 - Provide the total and breakdown of these costs in the Project Proposal Narrative, Employer of Record Service section.

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Attachment 2 California Competitive Integrated Employment Blueprint User Friendly Overview This page is intentionally left blank







Employing Individuals with Intellectual Disabilities and Developmental Disabilities in California

"Real Work for Real Pay in the Real World"

California Competitive Integrated Employment Blueprint User Friendly Overview

Prepared by California Department of Education California Department of Rehabilitation California Department of Developmental Services

"Real Work for Real Pay in the Real World"

Vision

Providing opportunities for Californians with intellectual disabilities and developmental disabilities to prepare for and participate in competitive integrated employment.

"...you never know if somebody can run with the ball if you never hand it to them."

Business Partner – California CIE Business Partner Forum, August 31, 2015

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Introduction

This document is a user friendly overview of the Competitive Integrated Employment (CIE) Blueprint. The overview will help you understand:

- What the Blueprint is.
- Who developed the Blueprint.
- What each department does.
- How the Blueprint will help create change in the future.

In this overview the names of these entities and products are going to be abbreviated as the following:

Acronym	Word/Phase
CDE	California Department of Education
CHHSA	California Health and Human Services Agency
CIE	Competitive Integrated Employment
CMS	Centers for Medicare and Medicaid Services
DDS	California Department of Developmental Services
DOR	California Department of Rehabilitation
DRC	Disability Rights California
ESSA	Every Student Succeeds Act
ID/DD	Intellectual Disabilities and Developmental Disabilities
IDEA	Individuals with Disabilities Education Act
IEP	Individualized Education Program
IPE	Individualized Plan for Employment
IPP	Individual Program Plan
LEA	Local Educational Agency
VR	Vocational Rehabilitation
VRSD	Vocational Rehabilitation Services Delivery
WIOA	Workforce Innovation and Opportunity Act

"Together we are better than when we are alone..." Service Provider - California CIE Stakeholder Forum, May 15, 2015

What is Competitive Integrated Employment (CIE)?

The term CIE means working for pay (at least minimum wage) in the community alongside people without disabilities. Work can be full-time (up to 40 hours per week) or part-time. You should get the same level of benefits as other

employees where you work. Benefits could include things like paid vacation and sick time, health insurance, and retirement saving plans. You should also have chances to advance to other positions, just like other employees. Having your own business counts as working for pay.

What is the CIE Blueprint?

The CIE Blueprint is a five-year plan, developed by the CDE, DOR, and DDS, to assist people with ID/DD get ready for and get a job earning at least minimum wage working in the community with people without disabilities. Person-centered planning is important throughout the Blueprint and respects the racial, ethnic, cultural background, and language of each person. Person-centered planning is building a plan based on the person's abilities, interests, and dreams.

The goals of the Blueprint are to:

- Help the three departments work together to better support people with ID/DD who want a CIE job.
- Create more options for people with ID/DD to get ready for and get a CIE job.
- Help people with ID/DD to make their own choices about working in the community.

A few specific goals of the Blueprint are:

1. From July 2016 forward, DOR and DDS cannot place individuals under age 24 in jobs earning less than minimum wage unless certain conditions are met.

 By March 2019, DOR and DDS will no longer place any individuals in segregated work settings – you must be placed in settings in the community interacting with people without disabilities. This is CIE.
 By March 2019, DDS must transition all individuals out of places that are segregated, like work activity centers, sometimes called "sheltered workshops", and into work or other pathways to work in the community.

Across all systems the planning that takes place for CIE must be focused on you, your wants, and needs. This is called person-centered planning.

"...work is a place where potential can be maximized." Youth Commissioner - Advisory Commission on Special Education Meeting, August 12, 2015 A team of people from the CDE, DOR, and DDS developed the Blueprint,

working with CHHS and DRC register. The team met with consumer advisory groups and other stakeholders to get input to improve the Blueprint. The Directors of the three departments, the CHHSA, and DRC then finalized the Blueprint.

Each department has specific laws that guide the work they do and these laws are:

- The CDE must follow the <u>IDEA</u> and the <u>ESSA</u>.
- The DOR must follow the <u>Rehabilitation Act of 1973</u>, as amended by the 2014 <u>WIOA</u>.
- The DDS must follow the <u>Lanterman Act</u> and the <u>CMS Rules</u>. <u>CMS.gov</u> Centers for Medicard & Medicaid Services

These laws were used as one source of reference during the development of the Blueprint.

"Provide maximum opportunity in the community in paid employment or volunteer work..."

Parent/Vendor – Feedback received through the California CIE Inbox, May 18, 2015

What does each department do?

California Department of Education (CDE)



The CDE oversees the state's public school systems, which include over 9,000 schools in California. These schools have over seven million students.

The CDE works with many partners to provide educational supports for infants and preschoolers through young adults with disabilities. Many school programs provide these supports. Some of the supports are:

- Family-centered services.
- Special education.

• Transition from high school to adult life, including further education or employment.

For more information on special education see the CDE Special Education website <u>CDE Special Education Division</u>. <u>http://www.cde.ca.gov/sp/se/</u>

How many students ages 16 through 21 with ID/DD are in school?

From July 1, 2013 through June 30, 2014, there were about 29,000 students with ID/DD, ages 16 through 21 years old in school in California.

Special Education

How do you get into Special Education? Special Education

Eligibility for special education is determined through an assessment process. The school brings together an IEP team consisting of the parents or guardians of the student with a disability, the teacher, and other school representatives to decide if the child is an individual with exceptional needs. If the child is found to be an individual with exceptional needs, the child is eligible for special education and related services.

What is an Individualized Education Program (IEP)?

An IEP is a plan made by an IEP team. The student's IEP is reviewed every year.

The local DOR and regional center staff are typically invited to the IEP meeting to talk about transition services they may provide or pay for.

The IEP includes:

- The student's goals for when they leave high school. For example, attend training, attend more school, and get a job.
- The transition services the student needs to help them achieve those goals.

Transition services are services that help the student move from school to activities after school including college, a job, or living by themselves.

California Department of Rehabilitation (DOR) Employment, Independence & Equality

The DOR provides VR services to people with disabilities to help them get a job. The DOR works with other agencies, including LEAs, colleges, community rehabilitation programs, regional centers, and other resources to provide these services. The DOR also provides students with disabilities services to prepare them for having a job. These are called pre-employment transition services.

The DOR has offices state wide to provide VR services to people with disabilities.

How many people ages 16 and over with ID/DD does the DOR serve?

From July 1, 2013 through June 30, 2014, the DOR served 1,700 persons with ID/DD ages 16 through 21 and 2,900 ages 22 and over.

How do you get DOR services?

A person is eligible for DOR services if he or she:

- Has a disability that creates a barrier to getting a job.
- Needs VR services to prepare for, get, or be successful in a job.
- Is able to use the DOR services to get a job.

What is an Individualized Plan for Employment (IPE)?

The IPE is a written plan that shows a person's goal for work and the services to be provided to reach the goal. The IPE is developed by the person and their DOR counselor. The IPE is reviewed each year.

Services are provided that will help the person reach their work goal. These services may include vocational counseling and guidance, assessment, assistive technology, help with benefits planning, transition services, training or school after high school, on-the-job training, and job-related services and supports.

For more information on VR services and the IPE process see the <u>Consumer</u> <u>Information Handbook</u>. http://www.dor.ca.gov/Public/Publications-n-Forms.html

California Department of Developmental Services (DDS)



The DDS provides services and supports to people with ID/DD. These services are provided through 21 nonprofit organizations called regional centers.

These services include pre-employment services (services that prepare someone for getting a job) and support services to assist an employee on the job.

How many people ages 16 and over with ID/DD does the DDS serve?

From July 1, 2013 through June 30, 2014, the DDS served 38,000 people with ID/DD ages 16 through 21 and 126,000 ages 22 and over.

How do you get DDS services?

A person is eligible for regional center services if they have a developmental disability. Developmental disabilities begin before age 18 and are expected to continue indefinitely. Eligibility is determined through an intake and assessment process done by the regional centers.

What is an Individual Program Plan (IPP)?

The IPP is an agreement between a person and the regional center. The IPP lists the person's goals and the services and supports that the regional center will help them get to meet their goals. The IPP is developed by the person with the disability, their regional center representative(s) and others through a person-centered process.

For specific information on the IPP process see the <u>Individual Program Plan</u> <u>Resource Manual.</u>

http://www.dds.ca.gov/RC/IPPManual.cfm

"...work provides that place to look forward to... a place to achieve goals..."

Parent – California CIE Stakeholder Forum, May 15, 2015

What will the CIE Blueprint do?

The main goal of the Blueprint is to assist more people with ID/DD to get CIE jobs. There are about 780 people with ID/DD that enter CIE per year now. By June 30, 2018, the three departments have a goal of assisting 300 more people with ID/DD achieve CIE and by June 30, 2019, assisting 500 more people with ID/DD achieve CIE. There will be additional yearly goals in years 3, 4 and 5 of the Blueprint. A stakeholder process that involves people with disabilities will be used to set those yearly goals.

The Blueprint has targeted outcomes for each goal. A targeted outcome is a number or activity we can measure to see how well we did in implementing the Blueprint. For example, one targeted outcome is to help people making subminimum wage move into CIE, which is real work for real pay in the real world.

This user friendly overview highlights the objectives and strategies for each goal. The Blueprint uses the DDS Employment Data Dashboard to track the most important goal of the number of people in CIE.

The Blueprint goals, as well as the objectives and strategies for each goal, are listed below.

Goal 1 – Improve how the three departments work together to prepare and support people with ID/DD who want a CIE job.

The objectives of Goal 1 are to:

- Improve information sharing between the three departments.
- Work together to use current resources better.
- Work together more on planning, implementation, and evaluation of CIE.

Strategies for Goal 1 include:

- 1. Develop and communicate written guidance.
- 2. Encourage local level relationships among agencies to support CIE.
- 3. Improve data collection and sharing.

Goal 2 – Create more options for people with ID/DD to get ready for and get a CIE job.

The objectives of Goal 2 are to:

• Get more people with ID/DD in work experience, employment preparation services, foundational employment skills training, post-secondary

education and training, customized employment, and supported employment individual placements.

- Get more people with ID/DD in the California workforce development system, including America's Job Center of California (also known as One-Stops).
- Improve how the departments work together with employers. This includes "job-driven" training with regard to hiring people with ID/DD in both the public and private sectors.

Strategies for Goal 2 include:

- 1. Identify and improve practices that assist persons with ID/DD to get ready for and get CIE jobs.
- 2. Find out how many people we can help achieve CIE today.
- 3. Support transition from school to preparing for a CIE job.
- 4. Develop new ways to work with employers.
- 5. Develop tools and resources.

Goal 3 – Assist and support people with ID/DD to make their own choices about working in CIE jobs.

The objective of Goal 3 is to:

• Offer people with ID/DD, their families, and employers, information on CIE.

Strategies for Goal 3 include:

- 1. Make more people aware of tools and resources available to help them achieve their work goals of CIE.
- 2. Support the community to obtain additional system knowledge, skill, and ability to assist individuals to achieve CIE.
- 3. Increase the number of activities that assist people with ID/DD in choosing CIE jobs.

"...take time to listen to me... I know what I want and need..." Member – ARCA Consumer Advisory Council Meeting, April 10, 2015

This Blueprint lists the goals, objectives, and strategies that will guide the departments over the next five years and highlights how the departments, at the local and state level, will work together to help each person on choosing a pathway to CIE. The Blueprint also has a list of actions the three departments will take, with help from stakeholders, to make changes to increase CIE outcomes.

The departments will track how effective the strategies in the Blueprint are. Data will be electronically posted on the <u>Employment Data Dashboard</u> and CIE website (see link below) each year and will include an evaluation of progress and recommended next steps with stakeholder input.

"It's really critical that each community comes together." Vendor - California CIE Stakeholder Forum, March 23, 2015

For more information or a copy of the entire Blueprint, please visit the CIE website at this link. <u>http://www.chhs.ca.gov/Pages/Competitive-Integrated-Employment-(CIE).aspx</u>

Attachment 3 Q & A as of 9/22/2023 This page is intentionally left blank







Solicitation Period Q & A Student Training and Employment Program (STEP)

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APPLICATION / GENERAL

1.	When will the solicitation be released?	The solicitation was released August 14, 2023. See the STEP Funding Opportunity website for more information.
2.	Do you have a way in which employers can be connected to WIBs applying for this grant?	If your organization wants to be connected, reach out to the local workforce development board or America's Job Center of California (AJCC) in your area.
3.	Does the awarding follow distribution based on geography/population or the quality and merit of the application/ program offered?	Awards will be based on quality and merit of the application.
4 .	Are we ineligible to apply if we already receive other WIOA funds?	No. Receipt of other WIOA funds does not affect eligibility to apply. Workforce Development Boards and America's Job Centers of California are welcome to apply.
5.	If awarded, the grantee would be funded for a total of three years?	Yes. The grant awards are for a three-year grant program.
6.	Can you provide a breakdown of the definitions of youth with disabilities? (ie. a youth who has ADHD and an IEP with the school being included as youth with a disability?)	A student with disabilities is defined as: Is eligible for, and receiving, special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq); or Is an individual with a disability for purposes of Federal Education Section 504, which defines a person with a disability as "any person who (i) has a physical or mental impairment which substantially limits one or more major life activities, (ii) has a record of such an impairment, or (iii) is regarded as having such an impairment" (34 CFR 104.3).
7.	The SFP states to use a 12 ft size, do you have a preferred font type?	No, there is no preference or requirement for a particular font as long as it is legible.
8.	The STEP form, Partnership Tab does not provide a spot to list the dept of development services regional center partnership. Where would we list this?	Please outline the partnership with the local Regional Center on page 4 of the Proposal Narrative form.
9.	The budget worksheet has a column for LWDB/AJCC Leverage. Is leverage mandatory?	No, leveraged funds are not mandatory.

10.	We are an AJCC Operator procured to provide AJCC services. What kind of proof of operations do we need to provide?	Any documentation that you want to provide that will help us verify your operations, such as a contract with the workforce board or letter of support.
11.	Is there a minimum number of students we should be working with?	No. The requirement for a minimum number of students is removed as of this year. However, costs should be reasonable. The number of students and number of services are related in that adding more services means higher per student costs. For example, offering longer term work experience will increase the cost per student. The costs will be proportionate with outcome goals and scope of the project.
12.	Performance outcomes: will SWDs receive all the services listed, or can we differentiate? E.g., enrolling 50 SWDs for work experience, etc.	There are two required services for all SWDs: workplace readiness training and paid work-based learning experiences. The other services listed are optional and can be provided to participants asynchronously.
13.	In regard to the narrative fillable form, are we limited to the space we can see, or can we type into it as needed?	Yes, the proposal is limited to the space provided in the Proposal Narrative.
14.	Is there an anticipated number of awards?	No, there is no anticipated number of awards. The goal is to expand STEP to the whole workforce system, and therefore the grant will invest funds that are needed and in demand from the field.
15.	The fillable sections of the Project Narrative pdf allow us to type past the single page. Should we maintain responses to one page, or can we keep writing past the single page?	Responses are limited to only the space provided. Please do not write past the single page.
16.	Will you be posting Q&A on the website for each office hour?	Yes.
17,	If a Workforce Development Board is not ready to apply at this time, when would be the next opportunity to apply?	Because this current iteration of STEP is for a three year term in response to the desire and need for a longer term program, no other funding opportunities are planned at this time.
18.	I see that participants must be working with DOR and between the ages of 16-21 at enrollment (offboarded prior to 22nd birthday) and be a student with an IEP/504 plan. Am I correct in assuming this, and the use of the word "student" means that this program is for In-School youth only, and not youth who have dropped out of secondary school or graduated but are struggling to develop the skills they need to enter the workforce?	Correct. One of the eligibility requirements is that STEP participants must be enrolled in an educational program, whether it be high school, community college, or another educational program.
19.	Would it be appropriate to attach a copy of our longstanding MOU with DOR with the application?	Yes. Note that a separate MOU is not required. However, a letter of support from the DOR District Office Administrator is required even if an MOU is attached.
20.	Are organizations that provide all title I WIOA services at an AJCC eligible to bid?	AJCCs, including AJCC operators, are welcome to apply.
21.	Are the outputs and outcomes applicable to year one only? Or do we need to demonstrate the number of individuals to be served for the entire three years?	In the budget worksheet, the calculation will be based on year one participant numbers. The "Outputs and Outcomes" question in the application refers to estimated outputs and outcomes for the entire three years of the grant.

BUDGET / USE OF FUNDS

	GET / USE OF FUNDS	
22.	Will administrative costs be allowed? It's burdensome to manage and run these programs without admin costs.	Yes. Up to 10% of direct costs will be allowed as administrative costs. Direct costs are: staff salary and benefits, travel, and optional workplace readiness training stipends. This will be automatically calculated by the budget worksheet.
23.	Is the grant amount up to \$750k is this based on the number of students served?	Not necessarily. This is one of the flexibilities built into the program and depends on how the project is designed and how many activities are provided, e.g., for a program providing all eligible activities, costs will be higher. Note that any unused funds from year one will roll over to the second year.
24.	Is case management an eligible activity that can be billed to personnel (staff time)?	Yes, case management for SWDs is an eligible activity and can be charged to the grant.
25.	Can you clarify on page 16, what is considered Administrative costs, is this 10% maximum of total funds requested?	Up to 10% of direct costs will be allowed as administrative costs. Direct costs are: staff salary and benefits, travel, and optional workplace readiness training stipends. This will be automatically calculated by the budget worksheet.
26.	Can the budget form be modified to format it?	Yes. Note, however, that there are automatic calculations in many cells in column B.
27.	For the budget: if we are able to resubmit each year, does that mean we can revise and update the scope/ program as well?	It depends on what the scope/program revision request is. The grant administration team will be available to advise on any requested revisions during the budget writing process each year. For example: if in the first year you choose to focus on work readiness and work experience, then in year two, you add counseling or other activities. This would be allowable. Another example: a change in employer of record service in year two would not be allowable.
28.	For the purpose of the STEP grant is the Employer of Record considered an administrative cost or program cost?	Employer of record costs are program costs. Be sure to include any administrative costs charged by your chosen employer of record service in the total cost for that line item.
29.	We are requesting a \$500,000 grant award. Is this award for all three years?	No. The award request is for the first year of the grant. In the second and third years, you will draft another budget for those years. You will be funded for the full three years, and not necessarily the same budget amount each year. You can request up to \$750k. It is encouraged to consider what is realistic and feasible for the first year's budget. Then, in the second year you can ask for additional funding, e.g., to add a service.
30.	Can grant funds be used for staff training and professional development to ensure staff are adequately prepared?	Staff time could potentially be charged for trainings, but other costs may not be allowable. However, DOR can provide or arrange for free training to involved staff to ensure staff is equipped with the information they need to run this program. This training can be provided separately, even for staff not involved in grant activities. Please contact your DOR point of contact or local DOR office for more information.
31.	Can grant funds pay for supportive services?	No, STEP funds cannot cover supportive services. However, it is possible to co-enroll SWDs in other WIOA funded opportunities.
PART	INERSHIP	
32.	Will partnership letters be required?	Yes. A letter of support is required from the local Department of Rehabilitation District Administrator. Letters for other partners, however, are not required.
33.	In terms of partnerships, I understand that the DOR partnership is required. What other partnerships are required?	Partnerships with employers, schools, and the Department of Developmental Services' Regional Centers are required.
34.	When considering employer partners, are there any particular job fields we want to consider for SWD? Are there emerging fields we want to explore?	No. There are specific recommendations for employer partners, however. Keep in mind these considerations when selecting an employer partner: they must support minors, be able and willing to support SWDs at varying levels, and be willing to consider individual skills and interests of the SWD.

35.	With regards to the DOR partnership, would this have to be made specifically with a District Office or could it be a Branch?	It is recommended that you partner with the local DOR District Office Administrator to ensure that partnership roles and responsibilities are established at the district office level. The District Office Administrator is the point of contact for the grant.
36.	If we have an existing MOU with a DOR District Office, would we need to enter into a separate MOU with DOR for the purposes of this grant?	No. A separate MOU is not required. However, a letter of support from the DOR District Office Administrator is required.
37.	Is an MOU with DOR required?	No.
38.	Are all DOR offices aware of the STEP grant?	Yes. Each district office anticipates and supports the STEP program. There is a STEP coordinator at each local office. For assistance reaching the right person, please email us at step@foundationccc.org.
WOR	K-BASED LEARNING EXPE	RIENCE
39.	How long are the work experiences at the employer site?	The minimum number of hours is 75 per participant. The cadence and actual length of work experiences are determined by grantee partners. The number of hours depends on program design and planned activities. The typical range of hours worked is 100–150 hours.
40.	Can any of these work experiences be part of registered pre-apprenticeship?	Yes.
41.	What happens if a student gets hurt on the job and we're using Career Catalyst? Where do they get treated and how will medical fees be covered?	One of Career Catalyst's services is handling workers' compensation claims. Costs would be submitted to Career Catalyst.
42.	When considering employer partners, are there any particular job fields we want to consider for SWD? Are there emerging fields we want to explore?	No. There are specific recommendations for employer partners. However, keep in mind these considerations when selecting an employer partner: they must support minors, be able and willing to support SWDs at varying levels, and be willing to consider individual skills and interests of the SWD.
43.	Will work-based learning experiences include year-round training?	Yes.
44.	Does the Career Catalyst require worksite supervisors to do a criminal background check?	No, background checks are not required for supervisors or employees. However, Career Catalyst does rely on grantees to vet work site partners to ensure a safe and appropriate environment for SWDs.
45.	Informational interviews and job shadowing are listed in the SFP under work-based learning experiences along with short-term employment. Does this mean those activities can be utilized as part of the paid component in place of "typical" paid work?	Yes. Paid work-based learning experiences can include participating in interviews, touring worksites, and job shadowing.
46.	The SFP states a 75 hour minimum for paid work-based learning experience. Is there a maximum number of hours per student?	No. There is no maximum.
47.	Can work-based learning hours be carried over to a different participant? E.g., one participant works 65 of the 75 hour minimum before leaving the program. Can the remaining 10 hours be used for a different participant?	Yes. This will be part of the line item for work-based learning experience. It is recommended to monitor hours regularly and adapt to circumstances as needed.
48.	Are shadowing and interview practice part of Work-based learning or the workplace readiness training?	Work-based learning experience.

SUBCONTRACTORS

49.	Can subgrantees/subcontractors be identified in the proposal/budget or do they need to be procured?	Subcontractors/subgrantees must be procured. However, already existing and procured subgrantees/subcontractors are allowable as part of the budget.
50.	Is it mandatory to have subcontractors specifically identified?	Not necessarily. However, you will need to know the subcontractor's role and responsibilities and anticipated budget as well as conducting a procurement process. This can be identified in the application if you are anticipating using a subcontractor.
51.	If we, as a local board, have contractors who will provide the direct participant services, can we use grant funds for WIB staff, as we will work directly with our contractors and partners?	Yes, and we encourage you to do so, as there will be coordination support needed from the WDB.
52.	Is there a max number of subgrantees/ subcontractors that we can have?	No, there is no cap on the number of subgrantees/subcontractors that can be used.
53.	If we are subcontracting, do we respond to the narrative questions #1: readiness to serve SWDs with the experience of the subcontractor?	Yes, respond to question one. Generally, if relying on another partner for support, please outline who the partner is, their role, and their experience.
54.	Can subcontractors include administrative costs to their own budget?	Yes. Subcontractor administrative costs must match what is allowable in the solicitation, which is 10%.
55.	Would subcontractor staff time be included under personnel or under subcontractor fees?	Subcontractor fees and time will have their own budget. Enter the total subcontractor budget in the "subcontractor" line in the budget worksheet.
56.	If planning to subcontract, do we need to submit the subcontractor budget?	No. It will be the responsibility of the applicant to oversee the subcontractor budget and ensure what they bill is eligible. Enter the total subcontractor budget in the "subcontractor" line in the budget worksheet.

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Attachment 4 Stakeholder Presentation This page is intentionally left blank

Student Training & Employment Program (STEP) Grant





2024-2026 Term

Leti Shafer, Manager, Strategic Implementation Omar Baza, Sr. Specialist, Grant Administration Madz Hottman, Specialist, Grant Administration Angelica Villanueva, Specialist, Grant Administration Sonia Anchundo-Reynoso, Specialist, Workforce Development

Welcome!

- You will be muted upon entry to ensure a productive meeting and avoid technical issues
- We are actively monitoring the Q&A for any questions you may have
- SFP Specifics will not be discussed. However, we will outline when, where, and how we'll address them in future meetings
- Share Your Input! At the end of the meeting, we will provide a link to a feedback survey please take a moment to complete it



Meeting Goals

- Share the STEP solicitation rollout process
- Discuss **technical assistance support** available for prospective applicants
- Inform how we address equity and access issues to the funding
- Provide opportunity for live and written feedback to inform the process moving forward



Agenda

- Welcome
- Initiative overview
- Applicant considerations
- Solicitation period
- Live feedback and Q&A opportunity
- Closeout/Survey

Foundation for California Community Colleges

- 25+ years of service to the California Community Colleges
- Official foundation of the California Community Colleges' Board of Governors and Chancellor's Office
- Mission is to benefit, support, and enhance the missions of the California Community College system

Ensuring Equity and Accessibility

Over the past five years, we have used Human-Centered Design principles to learn and ultimately grow and strengthen the program.

FoundationCCC and DOR are committed to a continuously iterative and flexible approach to administering STEP in collaboration with the field.

STEP administration support



Ongoing and reliable programming with stable renewed funding



processes

Engagement with Stakeholders serving students with disabilities

Equitable internal



Support throughout the Solicitation Process



Sustainable growth of the program

Open and clear

communication

Collective Impact

1,600+

students have engaged in paid work experiences and work readiness services to date 14+

Workforce Development Boards participating





STEP Grant Activities

The STEP grant will provide to students with disabilities:

- Work-Based Learning Experiences
- Workplace Readiness Training
- Job Exploration Counseling
- Postsecondary Enrollment Counseling
- Self-Advocacy Training

Eligibility & Partnership

Eligible Organizations

- Local Workforce Development Boards (LWDB) and America's Job Centers of California (AJCC) are eligible to apply to enhance services provided to students with disabilities
- One proposal will be accepted from each LWDB or AJCC

Participant Eligibility

1. Consumers with DOR before STEP enrollment

2. Youth with disabilities in secondary, postsecondary, or other recognized education programs:

Age: Between 16 and 21 years old (must exit the program before their 22nd birthday) **Disability Status:**

Individuals receiving special education or related services under Part B of the Individuals with Disabilities Education Act (20 U.S.C. 1411 et seq)

OR

Individuals with disabilities under Federal Education Section 504, defined as having a physical or mental impairment that substantially limits one or more major life activities, having a record of such an impairment, or being regarded as having such an impairment (34 CFR 104.3)

DOR Partnership

A strong and continued partnership with the Local DOR District Office is required.

- Establish processes with DOR to ensure SWD participant eligibility
- Ensure eligibility of SWD participants in paid work experience, including age requirements and maintaining an open case with DOR

Reimbursable Activities:

- Services rendered are reimbursable as long as the participant maintains their continued eligibility
- If an SWD participant becomes ineligible, reimbursement to the applicant will not be provided

Employer of Record Service

Employer of Record Service

Three Options



Note: the application must demonstrate an established capacity to provide support for W2 employment at minimum wage in compliance with all state and federal labor laws and regulations.



Employer of Record Service

Applicants may use their own in-house employer of record service or opt for FoundationCCC's Career Catalyst.

Established in 1998

- Mitigates employer risk in providing temporary paid roles to students and job seekers
- Currently supporting community colleges, state agencies, private employers, and intermediaries

FY2023 At a Glance

FOUNDATION for CALIFORNIA COMMUNITY COLLEGES





Wages Earned



Career Catalyst: Primary Service Overview

Workday: Cloud-based HR/Finance system

- Paperless Employee Acquisition
- Online Timekeeping
- Bi-Weekly Payroll Processing
- Workday Report
- Year-End Tax Documents (W-2)

- Employee Paycards through U.S. Bank
- WC Claims Management
- Client Coordinator Support
- Workday Training & Guides
- Monthly CoP Meetings for Clients

Grant Timeline & Application Period Support

Important Dates

Anticipated SFP Release Date	Monday, August 14, 2023
Application Period	August 14 - September 29, 2023 (7 weeks)
Award Announcements	Monday, October 30, 2023
Grant Contracts and Training Period	November 2023 - January 2024
Grant Term	January 1, 2024 - December 31, 2026 (36 months)

Office Hours

60-minute Zoom sessions led by solicitation team

- Tuesday, August 22, 10:00am-11:00am
- Wednesday, August 30, 1:00pm-2:00pm
- Monday, September 11, 1:00pm-2:00pm

Q&A from this session will be posted on the STEP webpage

Format

- Level setting
- High level overview
- Review of FAQs

Live Feedback and Q&A

Next Steps

- All solicitation information will be posted on the FoundationCCC STEP webpage
- Feedback survey link will be posted in the chat
- Convening registrants will be added to the communications distribution for ongoing updates



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Attachment 5 Department of Rehabilitation Support Letter This page is intentionally left blank



Gavin Newsom Governor



State of California Health and Human Services Agency Department of Rehabilitation Northern Sierra District 721 Capitol Mall, Ste. 110 Sacramento, CA 95814 (916) 558-5300

October 27, 2023

The Foundation for California Community Colleges 1102 Q Street, Suite 4800 Sacramento, CA 95811

Re: Letter of Support

To Whom it May Concern,

On behalf of the Department of Rehabilitation's Northern Sierra District, I am pleased to provide a letter of support for the Golden Sierra Job Training Agency, Workforce Development Board's application for the Student Training and Employment Program (STEP) grant.

Golden Sierra Job Training Agency has collaborated with Northern Sierra District for several years in serving our mutual consumers through the Disability Employment Accelerator Program and the Workforce Innovation Opportunity Act Title 1 program, including services to out of school youth with disabilities. Such programs provide support to job seekers with disabilities in preparing for and securing employment leading to independence and ultimately, equality.

A STEP program operated by Golden Sierra Job Training Agency will increase our capacity to serve local students. As the Northern Sierra District Regional Director, I value this partnership because the services provided through a STEP grant not only ensure inclusion but also help prepare Students with Disabilities for their future in the workforce. The Department of Rehabilitation's Northern Sierra District is fully committed to this partnership and will ensure the ongoing eligibility and enrollment of STEP participants, no less than monthly.

Should Golden Sierra Job Training Agency be awarded STEP funding, Northern Sierra District staff will provide the following support:

- A counselor liaison to ensure an effective system of referral.
- Subject matter expertise related to disability and accommodations.
- Monthly collaboration to ensure the ongoing eligibility of students.
- Participation in quarterly meetings to review progress.

Sincerely,

Vivian Hernandez-Obaldia Vivian Hernandez-Obaldia

Vivian Hernandez-Obaldía Regional Director (916) 558-5324 Vivian.hernandez-obaldia@dor.ca.gov This page is intentionally left blank