

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.46
(ID # 15264)

MEETING DATE:

Tuesday, June 29, 2021

FROM: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS:

SUBJECT: HOUSING, HOMELESSNESS PREVENTION AND WORKFORCE SOLUTIONS/WORKFORCE DEVELOPMENT DIVISION (HHPWS/WDD): Accept additional funding under the Summer Training and Employment Program for Students (STEPS) Grant, All Districts. [\$250,000- 100% Federal WIOA Title IV Department of Rehabilitation]; CEQA exempt.

RECOMMENDED MOTION: That the Board of Supervisors:

1. Find that the project is exempt under California Environmental Quality Air (CEQA) pursuant to State CEQA Guidelines Section 15061 (b)(3);
2. Accept an additional award in the amount of \$250,000 from the Foundation for California Community Colleges under the Summer Training and Employment Program for Students (STEPS) on behalf of the Housing, Homelessness Prevention, and Workforce Solutions Department (HHPWS)/Workforce Development Division (WDD), to be allocated as set forth in Table A of the Additional Fiscal Information Section;

Continued on Page 2

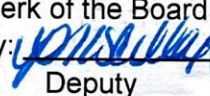
ACTION: Policy


Heidi Marshall, Director 6/15/2021

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Washington, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez, and Hewitt
Nays: None
Absent: None
Date: June 29, 2021
xc: HHPWS

Kecia R. Harper
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

RECOMMENDED MOTION: That the Board of Supervisors:

3. Authorize the Director of HHPWS, or designee, to negotiate and sign Amendment No. 2 to the STEPS Grant Agreement between the Foundation for California Community Colleges and Riverside County Workforce Development Division with an amended contract end date of June 30, 2022 and a total amended amount of \$750,000, of which \$500,000 may be expended through June 30, 2021 and \$250,000 of which may be expended through June 30, 2022 (Amendment No. 2), substantially conforming in form and substance to the attached Amendment No. 2 and as approved as to form by County Counsel;
4. Approve the form of the attached Template Service Agreement for Summer Training and Employment Program (STEPS) (Template) for the Service Agreements with contractors under the STEPS program;
5. Authorize the Director of HHPWS, or designee, to sign individual Service Agreements, substantially conforming in form and substance to the Template and as approved as to form by County Counsel, with California Family Life Center and Arbor E&T, LLC, to continue implementing the STEPS Program for the period from July 1, 2021 through September 30, 2021;
6. Authorize the Director of HHPWS, or designee, to negotiate and sign Service Agreements, substantially conforming in form and substance to the Template, with contractors recommended for award under procurement WDARC-021, to be effective upon execution by the parties through June 30, 2022, subject to approval as to form by County Counsel; and
7. Authorize the Director of HHPWS, or designee, to take all steps necessary to implement Service Agreements, including, but not limited to, signing subsequent essential and relevant documents and executing any amendments that conform with the intent of Amendment No. 2 and the Service Agreements, subject to approval as to form by County Counsel, and to apply for and accept any additional funds granted under the STEPS program.

Continued on Page 3

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$250,000	\$ 0	\$250,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 100% Federal WIOA Title IV Department of Rehabilitation Funds			Budget Adjustment:	No
			For Fiscal Year:	2021/2022

C.E.O. RECOMMENDATION: Approve.

BACKGROUND:

Summary

On September 1, 2020, the Board of Supervisors accepted a grant award for the 2020 Summer Training and Employment Program for Students grant (STEPS Program) in the amount of \$500,000 as Minute Order No. 3.7. The STEPS Program is funded by the California Department of Rehabilitation (DOR) and implemented in coordination with the Foundation for California Community Colleges (Foundation). The purpose of the funding is to provide job preparation training, job exploration, workplace readiness skills training, and work-based learning experiences for students (ages 16 to 21) with disabilities. The goal is to provide meaningful assistance to students with disabilities by engaging them in workforce development activities that support their transition to employment. Terms of the STEPS Program funding were memorialized in an Agreement between the Workforce Development Division (WDD) and the Foundation with a term starting on September 10, 2020 and ending on April 30, 2021 (Agreement). The Agreement was subsequently amended through Amendment No. 1 to change the term end date to June 30, 2021.

Of the \$500,000 total grant amount, the Board authorized allocation of \$27,928 to WDD for program administration and \$60,000 to the Foundation to provide employer of record services (i.e., human resource functions, provision of worker's compensation insurance, etc.) related to participants' work-based learning experiences. The Board authorized the balance of the total grant amount (\$412,072) to be split equally between two contracted service providers, California Family Life Center and Arbor E&T, LLC (Service Providers), to implement the STEPS Program.

The Service Providers concurrently operate the County's six Youth Opportunity Centers (under separate agreements and through a different funding source). Implementing STEPS Program activities through the Service Providers expanded workforce-related activities available to County residents, creating economies of scope. STEPS Program allocations to each Service Provider were memorialized with subrecipient agreements (Subrecipient Agreements).

Over 55 youth with disabilities and 18 worksites have participated in the STEPS program. Some youth have been hired on by the employer or continued employment through other youth programs. STEPS has also been able to take on participants from other Department of

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

Rehabilitation programs and provided them with the work-based learning experience component that was not available through their school districts as a result of the COVID-19 pandemic. It has also given these participants the opportunity to stay socially engaged through these work experience opportunities as well as gain fundamental skills that will be carried with them as they move further on in their educational and/or career pathway.

The DOR is now proposing to award an additional \$250,000 in STEPS Program funds to WDD to serve approximately 50 additional participants. The terms of the proposed award will be memorialized in a second amendment to the Agreement, stipulating that the original \$500,000 grant amount must be expended by June 30, 2021 and the additional grant amount of \$250,000 must be expended by June 30, 2022. Staff recommends that the Board accept of the additional STEPS Program grant funds and authorize the Director of Housing, Homelessness Prevention, and Workforce Solutions (HHPWS), or designee, to sign the corresponding second amendment, subject to County Counsel's approval as to form.

Staff further recommends that the Board allocate the additional \$250,000 in funding as set forth in Table A of the Additional Fiscal Information section below. Consistent with the initial \$500,000 grant amount, staff recommends that STEPS Program implementation be carried out by the operators of the County's Youth Opportunity Centers (Centers). Existing contracts with the two current Center operators are set to expire on September 30, 2021. Procurement WDARC-021 is currently underway to select providers that will commence Center operations on October 1, 2021. The two current Center operators would each be issued STEPS Subrecipient Agreements to implement the program July 1, 2021 through September 30, 2021 and, if awarded under Procurement WDARC-21, the agreements would be amended to expire June 30, 2022. In the event that new Center operators are awarded under Procurement WDARC-21, new STEPS Subrecipient Agreements would be issued to these Center providers to implement the program, commencing upon execution of agreement by all parties and ending on June 30, 2022. Staff recommend that the Board approve the attached Service Provider Agreement Template and authorize the Director of HHPWS, or designee, to sign it, subject to County Counsel approval.

Impact on Residents and Businesses

Activities implemented under the STEPS Program will assist Riverside County residents by providing vocational skills and workforce preparation. Specifically, the Program will benefit students with disabilities through continued job exploration and paid work experience, giving them the tools to build a foundation for their future success.

Additional Fiscal Information


In fiscal year 2021/2022, \$250,000 in expenses are proposed under the STEPS Program, which is funded by WIOA Title IV Department of Rehabilitation funds. Table A sets forth the proposed allocation of those funds. No County general funds will be incurred and no budget adjustment is required.

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

TABLE A. Proposed Allocation of Additional \$250,000 STEPS Program Grant Award		
Workforce Development Division		
Program Manager Salary and Benefits	\$14,445	
Subtotal		\$14,445
California Community College Foundation		
Employer of Record Services	\$30,000	
Participant Work Experience Wages	\$112,000	
Participant Work Experience Taxes (20% estimated)	\$22,400	
Subtotal		\$164,400
Service Provider(s)		
Service Provider Administration	\$71,155	
Subtotal		\$71,155
Grand Total		\$250,000

ATTACHMENTS:

- Subrecipient Agreement Template
- STEPS Amendment #2


Steven Atkeson 6/21/2021


Gregory J. Priamos, Director County Counsel 6/17/2021

Agreement Number: PY2021/2022-STEPS-{Insert Youth Provider Name}
STEPS Grant Agreement #00003417/PY2021/2022

Catalog of Federal Domestic Assistance (CFDA) # 17.259

SERVICE AGREEMENT

For

Summer Training and Employment Program (STEPS)

Between

COUNTY OF RIVERSIDE

And

XXXX



Agreement Number: PY2021/2022-STEPS-{Insert Youth Provider Name}
STEPS Grant Agreement #00003417/PY2021/2022

Catalog of Federal Domestic Assistance (CFDA) # 17.259

1 This Service Agreement for Title VI Workforce Innovation and Opportunity Act
2 Summer and Training Employment Program (STEPS) ("Agreement"), made and entered
3 into this xx day of Month 20xx, by and between xxx, a California Corporation,
4 (herein referred to as the (Select appropriate description:
5 "CONSULTANT/SUBCONTRACTOR/CONTRACTOR") and the County of Riverside, a
6 political subdivision of the State of California, by and through its, Housing, Homelessness
7 Prevention and Workforce Solutions (HHPWS) Workforce Development Division, (herein
8 referred to as the ("COUNTY").

9 **RECITALS**

10 WHEREAS, the COUNTY has entered into a grant agreement with the
11 Foundation of California Community Colleges in partnership with the Department of
12 Rehabilitation (DOR), hereinafter referred to as the "Grantor," pursuant to the Workforce
13 Innovation and Opportunity Act of 2014 (WIOA);

14 WHEREAS, WIOA authorizes state and local workforce agencies such as the
15 COUNTY, through the Riverside County Workforce Development Board, to provide
16 oversight for the WIOA programs, including, but not limited to meeting State workforce
17 performance goals, while addressing the workforce needs of the local economy;

18 WHEREAS, the COUNTY applied for the 2020 Summer Training and
19 Employment Program for Students (STEPS) Grant through the California Department of
20 Rehabilitation (DOR) in coordination with the Foundation of California Community
21 Colleges (FOUNDATION) for Program Year 2020-2021 and received \$500,000;

22 WHEREAS, the County's agreement with the FOUNDATION was renewed and
23 the COUNTY received a \$250,000 allocation for 2021 Summer Training and
24 Employment (STEPS) Grant funds to continue developing and implementing projects
25 that provide work experience and job preparation training for students with disabilities;
26 and

Catalog of Federal Domestic Assistance (CFDA) # 17.259

1 WHEREAS, County desires to contract with the XXXXX based on XXXXXXXXX
2 expertise, special skills, knowledge and experience in providing youth services, as more
3 specifically set forth in the Agreement below.

4 NOW THEREFORE, based upon the foregoing Recitals and for good and
5 valuable consideration, the receipt and sufficiency of which is acknowledged by all
6 Parties, the COUNTY and XXXXXXXXX hereby agree as follows:

7 **1. Description of Services**

8 1.1 The XXXXXXXXX shall provide work readiness and work experience
9 training services as outlined and specified in the SCOPE of SERVICE, attached hereto
10 as Exhibit "A" and incorporated by this reference, and the RFP, at the not to exceed fee
11 stated in Paragraph 3.1.

12 1.2 The XXXXXXXXX represents that it has the experience, personnel,
13 equipment, and facilities necessary to fully and adequately perform under this Agreement
14 and the COUNTY relies upon this representation. The XXXXXXXXX shall perform to the
15 satisfaction of the COUNTY and in conformance to and consistent with the highest standards
16 of professional XXXXXXXXX in the same discipline in the State of California.

17 1.3 The XXXXXXXXX affirms that it is fully apprised of all of the work to be
18 performed under this Agreement; and the XXXXXXXXX agrees it can properly perform this
19 work at the fee stated in Paragraph 3.1. The XXXXXXXXX is not to perform services or
20 provide products outside of the Agreement, unless by written request by the COUNTY.

21 1.4 Acceptance by the COUNTY of XXXXXXXXX performance under this
22 Agreement does not operate as a release of the XXXXXXXXX responsibility for full
23 compliance with the terms of this Agreement.

24 **2. Period of Performance**

25 2.1 The XXXXXXXXX shall perform the scope of services for the COUNTY in
26 a timely manner and to COUNTY'S satisfaction, as more specifically set forth in Exhibit
27 A, SCOPE OF SERVICE, and the payment schedule attached hereto as Exhibit "B" as
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Agreement Number: PY2021/2022-STEPS-{Insert Youth Provider Name}
STEPS Grant Agreement #00003417/PY2021/2022

Catalog of Federal Domestic Assistance (CFDA) # 17.259

incorporated herein by this reference as such services are necessary for the provision of **insert the service(s) description**. This Agreement shall commence on **Month/Date**, 20xx and expire on **Month/Date**, 20xx, unless terminated earlier, and is contingent upon XXXXX continuing to service as Youth Opportunity Centers operator.

3. Compensation

3.1 The COUNTY shall pay XXXXXXXXXX for services performed, products provided and expenses incurred for the SCOPE OF SERVICE defined in Exhibit "A" pursuant to the Payment Schedule set forth in Exhibit "B". Maximum payment by COUNTY to XXXXXXXXXX shall not exceed xxxx (\$xxxxxx), including all expenses. The COUNTY is not responsible for any fees or costs incurred above or beyond the contracted amount and shall have no obligation to purchase any specified amount of services or products, unless agreed to by COUNTY in writing.

3.2 The XXXXXXXXXX shall be paid only in accordance with an invoice submitted to the COUNTY by XXXXXXXXXX conforming to Exhibit "C" attached hereto and incorporated herein by this reference, and COUNTY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. Payment shall be made to XXXXXXXXXX only after services have been rendered or delivery of materials or products, and acceptance has been made by COUNTY.

a) Each invoice shall contain a minimum of the following information: invoice number and date; remittance address; itemization of the description of the work (hourly rate and extensions, if applicable); and an invoice total and shall conform to the Invoice Form attached hereto as Exhibit "C".

b) In accordance with California Government XXXXXXXXXX Section 926.10, COUNTY is not allowed to pay excess interest and late charges.

3.3 The COUNTY obligation for payment of this Agreement beyond the current fiscal year end is contingent upon and limited by the availability of the COUNTY funding from which payment can be made. No legal liability on the part of the COUNTY shall

1 arise for payment beyond June 30 of each calendar year unless funds are made
2 available for such payment. In the event that such funds are not forthcoming for any
3 reason, the COUNTY shall immediately notify the XXXXXXXXX in writing; and this
4 Agreement shall be deemed terminated and have no further force and effect.

5 **4. Alteration or Changes to the Agreement**

6 **4.1** The Board of Supervisors and the Director of HHPWS, or designee, are
7 the only authorized COUNTY representatives who may at any time, by written order,
8 make alterations to this Agreement.

9 **5. Termination**

10 **5.1** The COUNTY may terminate this Agreement without cause upon 30 days
11 written notice served upon the XXXXXXXXX stating the extent and effective date of
12 termination.

13 **5.2** The COUNTY may, upon five (5) days written notice, terminate this
14 Agreement for the XXXXXXXXX default, if the XXXXXXXXX refuses or fails to comply
15 with the terms of this Agreement or fails to make progress so as to endanger
16 performance and does not immediately cure such failure. In the event of such
17 termination, the COUNTY may proceed with the work in any manner deemed proper by
18 the COUNTY.

19 **5.3** After receipt of the notice of termination, the XXXXXXXXX shall:

20 (a) Stop all work under this Agreement on the date specified in the
21 notice of termination; and

22 (b) Transfer to the COUNTY and deliver in the manner as directed by
23 the COUNTY any materials, reports or other products which, if the Agreement had been
24 completed or continued, would have been required to be furnished to the COUNTY.

25 **5.4** After termination, the COUNTY shall make payment only for the
26 XXXXXXXXX performance up to the date of termination in accordance with this
27 Agreement.
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1 **5.5** The XXXXXXXX rights under this Agreement shall terminate (except for
2 fees accrued prior to the date of termination) upon dishonesty or a willful or material
3 breach of this Agreement by the XXXXXXXX; or in the event of the XXXXXXXX
4 unwillingness or inability for any reason whatsoever to perform the terms of this
5 Agreement. In such event, the XXXXXXXX shall not be entitled to any further
6 compensation under this Agreement.

7 **5.6** The rights and remedies of the COUNTY provided in this section shall not
8 be exclusive and are in addition to any other rights and remedies provided by law or this
9 Agreement.

10 **6. Ownership/Use of Contract Materials and Products**

11 The XXXXXXXX agrees that all materials, reports or products in any form,
12 including electronic, created by the XXXXXXXX for which the XXXXXXXX has been
13 compensated by the COUNTY pursuant to this Agreement shall be the sole property of
14 the COUNTY; and may be used by the COUNTY for any purpose the COUNTY deems
15 to be appropriate, including, but not limited to, duplication and/or distribution within the
16 COUNTY or to third parties. The XXXXXXXX agrees not to release or circulate in whole
17 or part such materials, reports or products without prior written authorization of the
18 COUNTY.

19 **7. Conduct of the CONSULTANT/SUBCONTRACTOR/CONTRACTOR**

20 **7.1** The XXXXXXXX covenants that it presently has no interest, including, but
21 not limited to, other projects or contracts, and shall not acquire any such interest, direct
22 or indirect, which would conflict in any manner or degree with the XXXXXXXX
23 performance under this Agreement. The XXXXXXXX further covenants that no person
24 or subcontractor having any such interest shall be employed or retained by XXXXXXXX
25 under this Agreement. The XXXXXXXX agrees to inform the COUNTY of all
26 XXXXXXXX interests, if any, which are or may be perceived as incompatible with the
27 COUNTY'S interests.

1 **7.2** The XXXXXXXXX shall not, under circumstances which could be
2 interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept
3 any gratuity or special favor from individuals or firms with whom the XXXXXXXXX is
4 doing business or proposing to do business, in accomplishing the work under this
5 Agreement.

6 **7.3** The XXXXXXXXX or its employees shall not offer gifts, gratuity, favors, and
7 entertainment directly or indirectly to COUNTY employees.

8 **8. Inspection of Services**

9 **8.1** All performance shall be subject to inspection by the COUNTY. The
10 XXXXXXXXX shall provide adequate cooperation to the COUNTY representative to
11 permit him/her to determine the XXXXXXXXX conformity with the terms of this
12 Agreement. If any services performed or products provided by the XXXXXXXXX are not
13 in conformance with the terms of this Agreement, the COUNTY shall have the right to
14 require the XXXXXXXXX to perform the services or provide the products in conformance
15 with the terms of the Agreement at no additional cost to the COUNTY. When the services
16 to be performed or the products to be provided are of such nature that the difference
17 cannot be corrected, the COUNTY shall have the right to: (1) require the XXXXXXXXX
18 immediately to take all necessary steps to ensure future performance in conformity with
19 the terms of the Agreement; and/or (2) reduce the Agreement price to reflect the reduced
20 value of the services performed or products provided. The COUNTY may also terminate
21 this Agreement for default and charge to the XXXXXXXXX any costs incurred by the
22 COUNTY because of the XXXXXXXXX failure to perform.

23 **8.2** The XXXXXXXXX shall establish adequate procedures for self-monitoring
24 to ensure proper performance under this Agreement; and shall permit a COUNTY
25 representative to monitor, assess or evaluate the XXXXXXXXX performance under this
26 Agreement at any time upon reasonable notice to the XXXXXXXXX.

27 **9. Independent Contractor**

1 The XXXXXXXXX is, for purposes relating to this Agreement, an independent
2 contractor and shall not be deemed an employee of the COUNTY. It is expressly
3 understood and agreed that the XXXXXXXXX (including its employees, agents and
4 subcontractor's) shall in no event be entitled to any benefits to which the COUNTY
5 employees are entitled, including but not limited to overtime, any retirement benefits,
6 worker's compensation benefits, and injury leave or other leave benefits. There shall be
7 no employer-employee relationship between the parties; and the XXXXXXXXX shall hold
8 the COUNTY harmless from any and all claims that may be made against the COUNTY
9 based upon any contention by a third party that an employer-employee relationship
10 exists by reason of this Agreement. It is further understood and agreed by the parties
11 that the XXXXXXXXX in the performance of this Agreement is subject to the control or
12 direction of the COUNTY merely as to the results to be accomplished and not as to the
13 means and methods for accomplishing the results.

14 **10. Subcontract for Work or Services**

15 No contract shall be made by the XXXXXXXXX with any other party for furnishing
16 any of the work or services under this Agreement without the prior written approval of
17 the COUNTY; but this provision shall not require the approval of contracts of employment
18 between the XXXXXXXXX and personnel assigned under this Agreement, or for parties
19 named in the proposal and agreed to under this Agreement.

20 **11. Disputes**

21 **11.1** The parties shall attempt to resolve any disputes amicably at the working
22 level. If that is not successful, the dispute shall be referred to the senior management of
23 the parties. Any dispute relating to this Agreement which is not resolved by the parties
24 shall be decided by the COUNTY'S Compliance Contract Officer who shall furnish the
25 decision in writing. The decision of the COUNTY'S Compliance Contract Officer shall
26 be final and conclusive unless determined by a court of competent jurisdiction to have
27 been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply
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1 bad faith. The XXXXXXXXX shall proceed diligently with the performance of this
2 Agreement pending the resolution of a dispute.

3 **11.2** Prior to the filing of any legal action related to this Agreement, the parties
4 shall be obligated to attend a mediation session in Riverside County before a neutral
5 third party mediator. A second mediation session shall be required if the first session is
6 not successful. The parties shall share the cost of the mediations. The parties shall
7 jointly select a mediator acceptable to the XXXXXXXXX and COUNTY. The mediation
8 shall take place in Riverside County. Each party shall be responsible for its own legal
9 fees and other expenses incident to the preparation for mediation. If the dispute cannot
10 be resolved by mediation, neither COUNTY nor XXXXXXXXX waives their rights to bring
11 the appropriate legal action in a court of competent jurisdiction within the County of
12 Riverside.

13 **12. Licensing and Permits**

14 The XXXXXXXXX shall comply with all State or other licensing requirements,
15 including but not limited to the provisions of Chapter 9 of Division 3 of the Business and
16 Professions XXXXXXXXX. All licensing requirements shall be met at the time proposals
17 are submitted to the COUNTY. The XXXXXXXXX warrants that it has all necessary
18 permits, approvals, certificates, waivers and exemptions necessary for performance of
19 this Agreement as required by the laws and regulations of the United States, the State
20 of California, the County of Riverside and all other governmental agencies with
21 jurisdiction, and shall maintain these throughout the term of this Agreement relative to
22 the Scope of Services to be performed under Exhibit A, and that service(s) will be
23 performed by properly trained and licensed staff.

24 **13. Non-Discrimination**

25 The XXXXXXXXX shall comply with the nondiscrimination and equal opportunity
26 provisions found in Section 188 of WIOA and 29 CFR Part 38 prohibit discrimination on
27 the basis of race; color; religion; sex (including pregnancy, childbirth, and related medical
28

conditions, transgender status, and gender identity); national origin (including Limited English Proficiency); age; disability; political affiliation or belief; or, for beneficiaries, applicants, and participants only, on the basis of citizenship status or participation in a WIOA Title I-financially assisted program or activity. The XXXXXXXXX will "comply fully with the nondiscrimination and equal opportunity provisions of the WIOA" (29 CFR Part 38 Preamble) and acknowledge the government's right to seek judicial enforcement of the nondiscrimination assurance; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of the California Fair Employment Practices Act (commencing with Section 1410 of the Labor Consultant), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et seq.) and all other applicable laws or regulations.

The XXXXXXXXX agrees to comply with the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. 12101 et seq.), which prohibits discrimination on the basis of disability, and all applicable federal and state laws and regulations, guidelines, and interpretations issued hereto in the execution of the duties and responsibilities under the Agreement.

14. Record Retention and Documents

The XXXXXXXXX agrees to retain all records pertaining to this Agreement under Workforce Innovation and Opportunity Act (WIOA) programs for a period of seven (7) years after termination of this Agreement. If, at the end of seven (7) years, there is an ongoing litigation or an audit involving those records, the XXXXXXXXX shall retain the records until the resolution of such litigation or audit is completed. The Department of Labor, the Grantee, and the COUNTY reserve the right to monitor and visit, announced or unannounced, the XXXXXXXXX facilities at any time during normal business hours. The monitoring shall be conducted in accordance with the COUNTY WIOA Monitoring Guide and WIOA State Directives.

15. Confidentiality

Catalog of Federal Domestic Assistance (CFDA) # 17.259

1 **15.1** The XXXXXXXXX shall not use for personal gain or make other improper
2 use of privileged or confidential information which is acquired in connection with this
3 Agreement. The term "privileged or confidential information" includes but is not limited
4 to: unpublished or sensitive technological or scientific information; medical, personnel,
5 or security records; anticipated material requirements or pricing/purchasing actions; the
6 COUNTY information or data which is not subject to public disclosure; COUNTY
7 operational procedures; and knowledge of selection of contractors, subcontractors or
8 suppliers in advance of official announcement.

9 **15.2** The XXXXXXXXX shall protect from unauthorized disclosure names and
10 other identifying information concerning persons receiving services pursuant to this
11 Agreement, except for general statistical information not identifying any person. The
12 XXXXXXXXX shall not use such information for any purpose other than carrying out the
13 XXXXXXXXX obligations under this Agreement. The XXXXXXXXX shall promptly
14 transmit to the COUNTY all third party requests for disclosure of such information. The
15 XXXXXXXXX shall not disclose, except as otherwise specifically permitted by this
16 Agreement or authorized in advance in writing by the COUNTY, any such information to
17 anyone other than the COUNTY. For purposes of this paragraph, identity shall include,
18 but not be limited to, name, identifying number, symbol, or other identifying particular
19 assigned to the individual, such as finger or voice print or a photograph.

20 **16. Administration/Contract Liaison**

21 The Director of HHPWS, or designee, shall administer this Agreement on behalf
22 of the COUNTY.

23 **17. Force Majeure**

24 If either party is unable to comply with any provision of this Agreement due to
25 causes beyond its reasonable control, and which could not have been reasonably
26 anticipated, such as acts of God, acts of war, civil disorders, or other similar acts, such
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1 party shall not be held liable for such failure to comply, provided the other party receives
2 written notice of such force majeure event.

3 **18. EDD Reporting Requirements**

4 In order to comply with child support enforcement requirements of the State of
5 California, the COUNTY may be required to submit a Report of Independent
6 XXXXXXXXX(s) form DE 542 to the Employment Development Department ("EDD").
7 The XXXXXXXXX agrees to furnish the required data and certifications to the COUNTY
8 within 10 days of notification of award of Agreement when required by the EDD. This
9 data will be transmitted to governmental agencies charged with the establishment and
10 enforcement of child support orders. Failure of the XXXXXXXXX to timely submit the
11 data and/or certificates required may result in the contract being awarded to another
12 XXXXXXXXX. In the event a contract has been issued, failure of the XXXXXXXXX to
13 comply with all federal and state reporting requirements for child support enforcement or
14 to comply with all lawfully served Wage and Earnings Assignments Orders and Notice
15 of Assignment shall constitute a material breach of Agreement. If the XXXXXXXXX has
16 any questions concerning this reporting requirement, please call (916) 657-0529. The
17 XXXXXXXXX should also contact the local Employment Tax Customer Service Office
18 listed in the telephone directory in the State Government section under "Employment
19 Development Department" or access their Internet site at www.edd.ca.gov.

20 **19. Hold Harmless/Indemnification**

21 **19.1** XXXXXXXXX agrees to indemnify and hold harmless the COUNTY, its
22 departments, agencies and districts, including their officers, employees and agents
23 (collectively "County Indemnitees"), from any liability, damage, claim or action based
24 upon or related to any services or work of the XXXXXXXXX (including its officers,
25 employees, agents, subcontractors or suppliers) arising out of or in any way relating to
26 this Agreement, including but not limited to property damage, bodily injury or death.
27 XXXXXXXXX shall, at its sole expense and cost (including but not limited to attorney
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fees, cost of investigation, defense and settlements or awards), defend County Indemnitees in any such claim or action. XXXXXXXX shall, at its sole cost, have the right to use counsel of their choice, subject to the approval of COUNTY which shall not be unreasonably withheld; and shall have the right to adjust, settle, or compromise any such claim or action so long as that does not compromise XXXXXXXX indemnification obligation. The insurance requirements stated in this Agreement shall in no way limit or circumscribe XXXXXXXX obligations to indemnify and hold harmless COUNTY."

20. Insurance

Without limiting or diminishing the XXXXXXXX obligation to indemnify or hold the COUNTY harmless, the XXXXXXXX shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of this Agreement:

20.1 Workers' Compensation

If the XXXXXXXX has employees as defined by the State of California, the XXXXXXXX shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. The Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of the County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

20.2 Commercial General Liability

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of the XXXXXXXX performance of its obligations hereunder. The Policy shall name all Agencies, XXXXXXXX, Special XXXXXXXX, and Departments of the County of

Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds. The Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

20.3 Vehicle Liability

If the **XXXXXXXXXX** vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then the **XXXXXXXXXX** shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name all Agencies, **XXXXXXXXXX**, Special **XXXXXXXXXX**, and Departments of the County of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insureds.

20.4 General Insurance Provisions - All lines

a) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the COUNTY Risk Manager. If the COUNTY'S Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.

b) The **XXXXXXXXXX** insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed \$500,000 per occurrence such deductibles and/or retentions shall have the prior written consent of the COUNTY Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retention's unacceptable to the COUNTY, and at the election of the COUNTY'S Risk Manager, the

Catalog of Federal Domestic Assistance (CFDA) # 17.259

1 XXXXXXXXXX carriers shall either; 1) reduce or eliminate such deductibles or self-insured
2 retention's as respects this Agreement with the COUNTY, or 2) procure a bond which
3 guarantees payment of losses and related investigations, claims administration, and
4 defense costs and expenses.

5 c) The XXXXXXXXXX shall cause the XXXXXXXXXX insurance carrier(s) to
6 furnish the County of Riverside with either 1) a properly executed original Certificate(s)
7 of Insurance and certified original copies of Endorsements effecting coverage as
8 required herein, or 2) if requested to do so orally or in writing by the COUNTY Risk
9 Manager, provide original Certified copies of policies including all Endorsements and all
10 attachments thereto, showing such insurance is in full force and effect. Further, said
11 Certificate(s) and policies of insurance shall contain the covenant of the insurance
12 carrier(s) that thirty (30) days written notice shall be given to the County of Riverside
13 prior to any material modification, cancellation, expiration or reduction in coverage of
14 such insurance. In the event of a material modification, cancellation, expiration, or
15 reduction in coverage, this Agreement shall terminate forthwith, unless the County of
16 Riverside receives, prior to such effective date, another properly executed original
17 Certificate of Insurance and original copies of endorsements or certified original policies,
18 including all endorsements and attachments thereto evidencing coverage's set forth
19 herein and the insurance required herein is in full force and effect. The XXXXXXXXXX
20 ***shall not commence operations until the COUNTY has been furnished original***
21 ***Certificate (s) of Insurance and certified original copies of endorsements or***
22 ***policies of insurance including all endorsements and any and all other***
23 ***attachments as required in this Section. An individual authorized by the insurance***
24 ***carrier to do so on its behalf shall sign the original endorsements for each policy***
25 ***and the Certificate of Insurance.***

26 d) It is understood and agreed to by the parties hereto and the insurance
27 company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall
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be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.

e) The COUNTY'S Reserved Rights--Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the types of insurance required under this Agreement and the monetary limits of liability for the insurance coverage's currently required herein, if; in the COUNTY Risk Manager's reasonable judgment, the amount or type of insurance carried by XXXXXXXXX has become inadequate.

f) The XXXXXXXXX shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.

g) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

21. General

21.1 The XXXXXXXXX shall not delegate or assign any interest in this Agreement, whether by operation of law or otherwise, without the prior written consent of COUNTY. Any assignment or purported assignment of this Agreement by XXXXXXXXX without the prior written consent of COUNTY will be deemed void and of no force or effect.

21.2 Any waiver by the COUNTY of any breach of any one or more of the terms of this Agreement shall not be construed to be a waiver of any subsequent or other breach of the same or of any other term of this Agreement. Failure on the part of the COUNTY to require exact, full and complete compliance with any terms of this Agreement shall not be construed as in any manner changing the terms or preventing the COUNTY from enforcement of the terms of this Agreement.

1 **21.3** In the event the XXXXXXXXX receives payment under this Agreement
2 which is later disallowed by the COUNTY for nonconformance with the terms of the
3 Agreement, the XXXXXXXXX shall promptly refund the disallowed amount to the
4 COUNTY on request; or at its option the COUNTY may offset the amount disallowed
5 from any payment due to the XXXXXXXXX.

6 **21.4** The XXXXXXXXX shall not provide partial delivery or shipment of services
7 or products unless specifically stated in the Agreement.

8 **21.5** The XXXXXXXXX shall comply with all applicable Federal, State and local
9 laws and regulations. The XXXXXXXXX will comply with all applicable COUNTY policies
10 and procedures. In the event that there is a conflict between the various laws or
11 regulations that may apply, the XXXXXXXXX shall comply with the more restrictive law
12 or regulation.

13 **21.6** The XXXXXXXXX shall comply with all requirements of the Occupational
14 Safety and Health Administration (OSHA) standards and XXXXXXXXX as set forth by
15 the U.S. Department of Labor and the State of California (Cal/OSHA).

16 **21.7** This Agreement shall be governed by the laws of the State of California.
17 Any legal action related to the performance or interpretation of this Agreement shall be
18 filed only in the Superior Court of the State of California located in Riverside, California,
19 and the parties waive any provision of law providing for a change of venue to another
20 location. In the event any provision in this Agreement is held by a court of competent
21 jurisdiction to be invalid, void, or unenforceable, the remaining provisions will
22 nevertheless continue in full force without being impaired or invalidated in any way.

23 **21.8** This Agreement, including any attachments or exhibits, constitutes the
24 entire Agreement of the parties with respect to its subject matter and supersedes all prior
25 and contemporaneous representations, proposals, discussions and communications,
26 whether oral or in writing. This Agreement may be changed or modified only by a written
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1 amendment signed by authorized representatives of both parties. No oral understanding
2 or agreement not incorporated herein shall be binding on any of the parties hereto.

3 **21.9** If any project produces patentable items, patent rights, processes or
4 inventions in the course of work under a Department of Labor (DOL) grant or agreement,
5 the XXXXXXXXX shall report the fact promptly and fully to the COUNTY. The COUNTY
6 shall report the fact to the Grant Officer at DOL. Unless there is a prior agreement
7 between the COUNTY and the DOL or its representative on these matters, DOL shall
8 determine whether to seek protection on the invention or discovery. DOL or its
9 representative shall determine how the rights in the invention or discovery, including
10 rights under any patent issued thereon, will be allocated and administered in order to
11 protect the public interest consistent with the following Patent Policy found at 29 CFR
12 95.36 and 29 CFR 97.34.

13 **21.10** Unless otherwise provided in terms of the Grant or the Agreement, when
14 copyrighted material is developed in the course of or under this Agreement, the author
15 and the COUNTY which developed the work are free to copyright material or to permit
16 others to do so. The COUNTY and the Workforce Development Board shall have a
17 royalty-free, non-exclusive and irrevocable license to produce, publish, and use and to
18 authorize other to use all copyrighted material.

19 **21.11** All original reports, preliminary findings, or data assembled or compiled by
20 XXXXXXXXX under this Agreement become the property of the COUNTY. The
21 COUNTY reserves the right to authorize others to use or reproduce such materials.
22 Therefore, such materials may not be circulated in whole or in part, nor released to the
23 public, without the direct authorization of the COUNTY.

24 **21.12** Any waiver by COUNTY of any breach of any one or more of the terms of
25 this Agreement shall not be construed to be a waiver of any subsequent or other breach
26 of the same or of any other term thereof. Failure on the part of the COUNTY to require
27 exact, full and complete compliance with any terms of this Agreement shall not be
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1 construed as in any manner changing the terms hereof or stopping COUNTY from
2 enforcement hereof.

3 **21.13** Executive Order 12549, Debarment and Suspension, 34 CFR Part 85,
4 Section 85.510 (Lower Tier). The XXXXXXXXX certifies that neither it nor its principals
5 are presently debarred, suspended, proposed for debarment, declared ineligible, or
6 voluntarily excluded from participation in this transaction by any Federal department or
7 agency. Where the XXXXXXXXX is unable to certify to any of the statements in this
8 certification, XXXXXXXXX shall attach an explanation to this Agreement.

9 **21.14** The XXXXXXXXX shall assure that funds provided by this Agreement must
10 be used exclusively for activities that are authorized under WIOA. Co-mingling and/or
11 diverting of funds to support the activities of other programs are not authorized.
12 Documentation supporting expenditures will be kept on file at the XXXXXXXXX office
13 and made available at all times for audit and monitoring purposes for a period of no less
14 than seven (7) years after the COUNTY makes final payment and all pending matters
15 are closed

16 **21.15** The XXXXXXXXX will comply with controls, recordkeeping and accounting
17 procedure requirements of WIOA, federal and state regulations and directives to ensure
18 the proper accounting for funds paid under this Agreement. At such times and in such
19 form, the COUNTY may require statements, records, reports, data and information
20 pertaining to this Agreement be maintained on file for purpose of an audit or examination.
21 Retention of all records for seven (7) years after the County makes final payment and all
22 other pending matters are closed, is required.

23 **21.16** The XXXXXXXXX shall establish and implement appropriate internal
24 management procedures to prevent fraud, abuse and criminal activity. Further, the
25 XXXXXXXXX shall establish a reporting process to ensure that the COUNTY is notified
26 immediately of any allegation of WIOA-related fraud, abuse or criminal activity or any
27 suspected or proven fraud, abuse or criminal acts committed by staff or participants. If
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Agreement Number: PY2021/2022-STEPS-{Insert Youth Provider Name}
STEPS Grant Agreement #00003417/PY2021/2022

Catalog of Federal Domestic Assistance (CFDA) # 17.259

the allegation is of any emergency and/or fiscal nature, it shall be reported to the COUNTY'S Administration Unit at (951) 955-3100, and immediately thereafter, a written report shall be submitted. Proof of such report will be maintained in the XXXXXXXXXX file.

21.17 Should the XXXXXXXXXX fail to perform the services as outlined in Exhibit A, the COUNTY and the XXXXXXXXXX will meet and confer to modify the Scope of Services and compensation arrangements.

21.18 XXXXXXXXXX represents and warrants that XXXXXXXXXX is registered to do business in the State of California with the California Secretary of State.

21.19 All correspondence and notices required or contemplated by this Agreement shall be delivered to the respective parties at the addresses set forth below and are deemed submitted one (1) day after their deposit in the United States Mail, postage prepaid.

County of Riverside/HHPWS Workforce
Development Division
1325 Spruce Street, Suite 110
Riverside, CA 92507
Attention: Carrie Harmon,
Director of Workforce Development

XXXXXXXXXX; Name/Agency
Address
City/State/Zip
Attention: Name/Title

[Remainder of Page Intentionally Blank]

[Signatures on Following Page]

Agreement Number: PY2021/2022-STEPS-{Insert Youth Provider Name}
STEPS Grant Agreement #00003417/PY2021/2022

Catalog of Federal Domestic Assistance (CFDA) # 17.259

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement as of the dates set forth below.

COUNTY:

COUNTY OF RIVERSIDE, a political subdivision of the State of California, by and through its Housing, Homelessness Prevention and Workforce Solutions (Workforce Development)

SUBRECIPIENT:

Name/Agency

By: _____
Carrie Harmon, Director of Workforce Development

By: _____
Name/Title

Dated: _____

Dated: _____

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: _____
Lisa Sanchez
Deputy County Counsel

EXHIBIT A
SCOPE OF SERVICE

A. Purpose:

During the term of the Service Agreement for XXXXXXXXX entered into between
XXXXXXX and the County of Riverside (COUNTY), XXXXXXXX shall Insert
scope of services

B. Insert Description of services/deliverables:

The XXXXXXXXX shall offer xxx:

C.

D.

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EXHIBIT B

Scope of Service	Product or Outcome	Payment Milestones/deliverables
TOTAL NOT TO EXCEED		

Agreement Number: PY2021/2022-STEPS-{Insert Youth Provider Name}
STEPS Grant Agreement #00003417/PY2021/2022

Catalog of Federal Domestic Assistance (CFDA) # 17.259

EXHIBIT C

INVOICE FORM TO BE PROVIDED ON LETTERHEAD

XXXXXXXXXX Name:		
Mailing/Remittance Address:		
Invoice Number:		
<u>Payment Request for Services Rendered</u>		
Date	Deliverable	Cost
Total for this Invoice:		\$



FOUNDATION *for* CALIFORNIA
COMMUNITY COLLEGES

AMENDED STEPS GRANT AGREEMENT

between

THE FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES

and

RIVERSIDE COUNTY WORKFORCE DEVELOPMENT DIVISION

*Agreement No. 00003417
Amendment #2*

Effective September 10, 2020, the Foundation for California Community Colleges ("Foundation"), a 501 (c)(3) nonprofit organization, and Riverside County Workforce Development Division ("Contractor") entered into a STEPS Grant Agreement ("Agreement").

WHEREAS, on March 18, 2021, the parties entered into an Amended Agreement (Amendment #1) to extend the term of the Agreement from April 30, 2021 to June 30, 2021.

WHEREAS, the parties now wish to extend the term of the Agreement for one year, add \$250,000 of new funding for Fiscal Year 2021/2022, add additional terms, and incorporate the STEPS Solicitation for Proposal.

THEREFORE, the parties hereby amend the Agreement as follows:

1. **Amendment to the Term of the Agreement (Page 1).** The Term of the Agreement is hereby amended by replacing "June 30, 2021" with "June 30, 2022."
2. **Amendment to the Amount of the Agreement (Page 1).** The Amount of the Agreement is hereby amended by replacing "\$500,000" with "\$750,000."
3. **Amendment to Exhibit A, Section 1 (Scope of Work).** The first paragraph of Exhibit A, Section 1 of the Agreement is hereby deleted in its entirety and replaced as follows:
 - "1. This Agreement is entered into by and between the Foundation for California Community Colleges, a California non-profit 501(c)(3) corporation, (hereinafter referred to as the FOUNDATION), and the County of Riverside, a political subdivision of the State of California, on behalf of its Workforce Development Division, (hereinafter referred to as the CONTRACTOR), for the purpose of providing pre-vocational training and work experience services to students with disabilities in accordance with the Solicitation for

00003417_Riverside County WDD_Amend 02
Salesforce # 00004584

Page 1 of 4

**WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY**
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

JUN 29 2021 3:46

Proposals (SFP) for the 2020 STEPS (Summer Training and Employment Program for Students) Grant, which is attached hereto and incorporated herein as Exhibit E. The term of this Agreement is the date the Agreement is signed by both parties ("Effective Date") through June 30, 2022."

4. **Amendment to Exhibit B, Section 1 (Cost Reimbursement Agreement).** The total amount not to exceed of STEPS Grant Funds is hereby amended by replacing "\$500,000" with "\$750,000."
5. **Amendment to Exhibit B, Section 2.C (Invoicing and Payment).** The first sentence of Exhibit B, Section 2.C of the Agreement is hereby deleted in its entirety and replaced as follows:

"The total amount of STEPS Grant Funds available for services performed under this Agreement shall not exceed \$750,000, up to the maximum amounts of \$500,000 paid during Fiscal Year 2020/2021 and \$250,000 during Fiscal Year 2021/2022."

6. **Amendment to Exhibit B, Section 4 (Project Budget).** Exhibit B, Section 4 of the Agreement is hereby amended by adding "FY 2020/2021 Project Budget" as the title of FY 2020/2021 Project Budget Table, and by adding the following Project Budget Table for FY 2021/2022:

FY 2021/2022 Project Budget

Personnel	
<i>Salaries</i>	\$9,280
<i>Fringe Benefits</i>	\$5,165
Work Experience Wages & Taxes	
<i>Total Wages</i>	\$112,000
<i>Total Taxes</i>	\$22,400
Career Catalyst Flat Fee	
<i>Flat Fee</i>	\$30,000
Subcontractor	
<i>Subcontractor fees</i>	\$71,155
TOTAL	\$250,000

7. **Amendment to Exhibit C, Section 3 (Contractor Responsibilities).** Exhibit C, Section 3, of the Agreement is hereby amended by adding Sections 3.9 and 3.10, as follows:

"3.9 CONTRACTOR shall immediately notify FOUNDATION if a case of COVID-19 is detected at the CONTRACTOR's worksite, which includes, but is not limited to, an instance where a SWD or CONTRACTOR staff tests positive for COVID-19, or a third-party that closely interacts with SWD or CONTRACTOR staff tests positive for COVID-19."

"3.10 "CONTRACTOR is required to provide proof of SWD's DOR enrollment to the FOUNDATION in order to onboard a SWD as an employee of the FOUNDATION."

8. **Amendment to Exhibit C, Section 4 (Compliance with Federal, State, and Local Laws).**

Exhibit C, Section 4, of the Agreement is hereby amended by adding Section 4.5, as follows:

“4.5 CONTRACTOR shall comply with all applicable federal, state, and local orders, advisories, and guidelines on COVID-19 related workplace restrictions and notification obligations, including, but not limited to, those from the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), California Division of Occupational Safety and Health (Cal/OSHA), local county, or any other applicable government entity.”

9. **Addition of Exhibit E.** The Agreement is hereby amended by adding Exhibit E, “Summer Training and Employment Program for Students (STEPS) Solicitation for Proposals (SFP),” which is attached hereto as Attachment 1.

10. **Use of Electronic Signatures.** This Amendment may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each party of this Amendment agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Amendment. The parties further agree that the electronic signatures of the parties included in this Amendment are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code.

All other terms of the Agreement shall remain unchanged and in full force and effect.

Signature Page to Follow

THE PARTIES HEREBY EXECUTE THIS AMENDED AGREEMENT.

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

CONTRACTOR

By: _____

Print Name: _____

Title: _____

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: _____

Title: _____

Date: _____

**FOUNDATION FOR CALIFORNIA
COMMUNITY COLLEGES**

By: _____

Print Name: _____

Title: _____

Date: _____

FORM APPROVED COUNTY COUNSEL

BY: _____

LISA SANCHEZ

DATE

Attachment 1

Exhibit E

Summer Training and Employment Program for Students (STEPS)
Solicitation for Proposals (SFP)

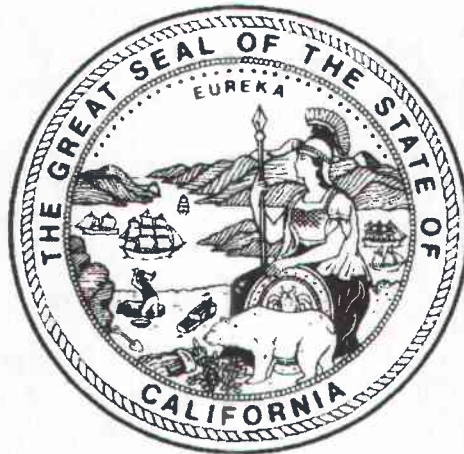
**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
*SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020***

NOTICE OF AVAILABILITY OF FUNDS

by the Department of Rehabilitation in coordination with the
Foundation for California Community Colleges and the Employment
Training Panel

***Summer Training and Employment Program for Students
(STEPS)***

SOLICITATION FOR PROPOSALS (SFP)



March 2020

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.

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020**

TABLE OF CONTENTS

Proposal Package Instructions and Forms	3
Section 1 Overview	4-11
A. Purpose	4-6
B. Eligibility.....	6-9
C. Funding Availability	9-10
D. Allowable Uses of Funds	10
E. Length of Project	11
 Section 2 Significant Dates	 11
 Section 3 Questions and Answers	 12
 Section 4 Proposal Submission Instructions	 12
 Section 5 Required Proposal Content	 13-16
A. Minimum Requirements	13-15
B. Format and Document Order	15-16
 Section 6 Award and Contracting Process	 17-19
A. Proposal Evaluation and Recommendation for Funding	17
B. Notification of Recommendation for Funding	17
C. Appeal Process	17-18

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL**

SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

D. Contracting	19
----------------------	----

Section 7 Administrative Requirements	19-21
--	--------------

A. Monitoring and Audits	19
B. Record Keeping	19
C. Reporting.....	20
D. Performance Goals.....	20
E. Compliance	20
F. Evaluation	20-21

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
*SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020***

Proposal Package Instructions and Forms

The following contains the Summer Training & Education Program for Students (STEPS) Solicitation for Proposals (SFP) required forms. Respondents should carefully read the SFP for the required elements and follow the proposal instructions (included on the Project Proposal Narrative) in order to meet proposal application requirements.

- [SFP Form SIG – Signature Page](#)
- [SFP Form PN – Project Proposal Narrative](#)

Additional Forms for use during contract period, provided here for reference

- DR203 DOR Student Services Request
- DR260 Consent to Release and Obtain Information
- Participating Partner Form
- Final Grant Evaluation Form
- Local DOR District Administrator List
- Sample Foundation contract
- Monthly Invoice Reporting Template

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL**

SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

Section 1 – Overview

A. Purpose

The California Department of Rehabilitation (DOR), in coordination with the Foundation for California Community Colleges (FOUNDATION) announces the availability of up to \$5,000,000 in federal *Workforce Innovation and Opportunity Act* (WIOA) Title IV Vocational Rehabilitation funds, with a possibility to increase funding in the future if there are sufficient qualified respondents, to design, develop, and implement projects that provide work experience and job preparation training for students with disabilities. Additional partners include The Employment Training Panel (ETP) and the California Labor and Workforce Development Agency (LWDA).

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, and;
- 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 VR system, and;
- establishes that a priority of the VR system is serving youth with disabilities, particularly students.

In order to align with the vision of the WIOA and provide meaningful support to students with disabilities in California, the California Department of Rehabilitation (DOR) and the Foundation for California Community Colleges (FOUNDATION), in partnership with the Employment Training Panel (ETP) as an advisory partner are committed to working collaboratively to support local and regional initiatives that support the transition to employment of secondary school students with disabilities.

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
*SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020***

The FOUNDATION has a long-standing effective working relationship with 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 DOR, as a mandatory partner in the Workforce Development System, 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 and knowledge and expertise on the employment and accommodation of job seekers and employees with disabilities. The DOR proposes to fund services to students with disabilities through the America's Job Centers of California (AJCC) system for prevocational skills training and paid work experience through a partnership with the Employment Training Panel and the California Workforce Development Board.

ETP in their advisory role will assist with the distribution, scoring and associated documentation for the Solicitation For Proposal (SFP) as an in-kind partner contribution. ETP has a long history with the Local Workforce Development Boards (LWDB) and Employer Communities and is well versed in this process as they assisted in previous STEPS proposals as well.

The funds will be available for Local Workforce Development Boards and America's Job Centers of California seeking to increase services provided to students with disabilities. Individuals are not eligible to apply.

The STEPS project will provide job preparation training, including job exploration, workplace readiness skills training, and work-based learning experiences, as well as summer work experience (and, if funds allow, part-time work experience during the school year), to students with disabilities.

Successful applicants will be awarded a one (1) year contract with the option to renew for two (2), one (1) year extensions under the same terms and conditions based on funding availability.

The FOUNDATION will oversee the contracting process for the SFP by managing and distributing contract funds, and will serve as the official employer of record for all paid work experience through Career Catalyst, a service established in 1998.

Awardees will have access to all Career Catalyst **service offerings** which include:

- All-in-one web-based Human Resources Information Service (HRIS): Paycom
 - Paperless employee acquisition
 - Online timekeeping
 - Payroll processing
 - Employee access to paystubs and W-2's

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL**

SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

- Money Network Paycards for participants
- Year-end tax reporting
- Leave management
- Unemployment claims management
- Workers' compensation management
- Ongoing operational support and customer service

B. Eligibility

Respondents:

Proposals will be accepted from Local Workforce Boards and from individual America's Job Centers of California. Individuals are not eligible to apply.

Participants:

Must be a student with a disability, defined as 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;
- c. 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
- d. Is an individual with a disability, for purposes of section 504*.

*The Federal Ed Section 504 regulation 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.

Applicant Requirements

Only one proposal will be accepted from each Local Workforce Board or AJCC.

Strong business partnerships are an essential element of the STEPS' goal to expand employment training and work experience for students with disabilities.

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL**

SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

Each respondent must identify a minimum of businesses that are committed to engaging with students with disabilities and provide a clear strategy to partner with these employers to provide work experience for students with disabilities.

Respondents must also demonstrate that a workplace readiness training program is ready to be implemented at their location. Workplace readiness training may include the following:

- Job Exploration
 - Understanding the local labor market
 - work-site tours to learn about necessary job skills,
 - job shadowing
 - informational interviews to research employers
- Workplace Readiness Skills Training
 - understanding employer expectations;
 - learn how to search and apply for jobs;
 - learning about ways to get to work
 - training on “soft” skills necessary for employment
- Work-Based Learning Experience
 - Paid work experience
 - On-the-job work trials/work simulations

Respondents must also indicate the number of students with disabilities that they expect to serve under this SFP. Each student will receive direct services, which must include a combination of:

- a. Paid work experience; and
- b. Up to 40 hours of job exploration and/or workplace readiness skills training.

The Local Workforce Board and AJCC will ensure compliance with all labor laws, including ensuring at least minimum wages (**must follow state, county, and city minimum wage requirements, based on each students’ worksite placement**) are paid to the student, and that the conditions of employment are appropriate and that any required consent forms are signed and work permits, if required, are obtained and on file. If minimum wage is above \$13/hour in the county or city where the participating student is logging paid work experience hours, then the work experience total hours can be adjusted accordingly. Participating students are permitted to work at either a full time (30 hrs. or more) or part time (less than 30 hrs.) capacity as necessary or appropriate.

Respondents are encouraged to address in the Local or Regional Plan ways to engage and work with partners to align with the State’s Competitive Integrated Employment (CIE) strategy, also called, “the Blueprint.” Partnering with the

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL**

SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

Regional Centers could assist with this requirement but also support increased participation by students with Intellectual/Developmental Disabilities. Additional funds for the wages might also be available thru the California Department of Developmental Services' Paid Internship Program as administered through the Regional Center system in each area.

For more information on the paid internship program you can go to:
<https://www.dds.ca.gov/WorkServices/index.cfm> and review the "Guidelines for Implementation of Competitive Integrated Employment Incentive Payments" document available on that page. Funding for students ages 18-22 of up to \$10,400 may be available for those eligible for Regional Center Services.

Local Workforce Boards/AJCC operators will provide the following information at the time of a student student's enrollment and prior to the provision of any STEPS services to either the local DOR district contract administrator or to the FOUNDATION:

- a. Student's name
- b. Birthdate
- c. School of attendance
- d. Type of proof of disability
- e. Start date of service
- f. End date of service (if applicable)
- g. Name and address of employer/ work experience placement
- h. Social Security Number
- i. Home and mailing address as appropriate
- j. Contact number and email if available

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

- a. Student's name
- b. Services provided
- c. Cost of Services provided (STEPS)
- d. Type and cost of other services provided (e.g., Title I funds)
- e. Outcome/results of services
 - a. Student returned to school
 - b. Student enrolled in post-secondary education/training
 - c. Student obtained employment as a result of service (e.g., with STEPS work experience employer)
 - d. Student obtained employment separate from STEPS
 - e. Other (provide explanation)

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL**

SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

C. Funding Availability

Through this SFP, \$5 million with sufficient qualified respondents, is available from the federal WIOA Title IV Vocational Rehabilitation funds, with the potential for an increase in funds available in the future, depending on fund availability. The contracts may be extended for two (2) additional one (1) year periods under the same terms and conditions if funding becomes available.

In general, award amounts for each SFP will be either \$100,000, \$250,000, \$500,000 or a maximum of \$750,000, with most awards expected to be between \$250,000-\$500,000. Amounts will be determined by taking the factor of the number of students anticipated to participate and the average cost of \$5,000 per student. Thus, a \$100,000 award will serve 20 students, a \$250,000 award will serve 50 students, and a \$500,000 award will serve 100 students.

The FOUNDATION will manage funds for all paid work experience. The additional awarded amount will be distributed to awardees as the funds become necessary to complete the remainder of the contract activities. Awardees will need to provide monthly reports on the progress of their planned grant activities.

Please note: *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.*

D. Allowable Uses of Funds

All funds shall be expended to provide direct services to students. Direct services include staff time spent working directly with students or businesses for purposes of developing work experience sites for students being served by the entity awarded funds under this agreement. Unallowable supportive services may include, but are not limited to the following items: bus passes, equipment, and clothing.

Should a student require supportive services to access the paid work experience, please refer the student to their DOR Vocational Rehabilitation Counselor. Subcontractors may be used to support direct services only. Workplace Readiness Training stipends may be issued to SWDs by awardees (wages, stipends, gift cards for these activities will not be issued by the Foundation).

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020**

F. Length of Project

The performance period for projects awarded under this SFP may be up to 36 months. 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.

It is expected that the first two months of the project will be used for STEPS organization and start-up including identifying additional businesses and students with disabilities to participate in the project.

Workplace readiness training may begin as soon as student participants are identified and enrolled in the project. In most cases, work experience will begin at the conclusion of the 2019-2020 school year and will end at the start of the 2020-2021 school year. If awarded funds allow, work experience and training components may continue into the start of the 2020-2021 and or the 2021-2022 school year as applicable.

Section 2 – Significant Dates

Event	Date *
SFP release	March 12 or 13, 2020
Last date to email questions	March 25, 2020
Last date to respond to questions	March 27, 2020
Proposals due	April 3, 2020 by 5:00 p.m. PT
Proposal review and evaluation	April 6-8, 2020
Award announcements	April 9, 2020
Mandatory Grant Kick Off, Sacramento, CA (For Grant/Program Managers and Work Experience Lead Coordinator)	April 16, 2020

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

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020**

Section 3 – Questions and Answers

Any questions regarding completion of this SFP should be directed via email to Workforce.Development@dor.ca.gov. Questions must be received by 5:00 pm March 25, 2020. Email responses will be sent by 5:00 pm March 27, 2020.

Section 4 – Proposal Submission Instructions

Proposal Deadline

The deadline for the receipt of proposals is April 3, 2020 by 5:00 p.m. PT – late proposals will not be accepted. The date or time on a postmark or other courier's documentation is irrelevant to satisfying the submission deadline. Exceptions will not be allowed and there is no appeal for not meeting the proposal deadline.

All proposals, whether mailed, delivered by email, courier service, or delivered in person by the applicant, must be received on or before 5:00 p.m. PT, April 3, 2020. The ETP will accept in-person or courier-delivered proposals between 8:00 a.m. and 3:00 p.m. daily, excluding Saturdays, Sundays, and State holidays, through April 3, 2020. Documents required in the proposal submission are listed in Section 5.B., Format and Document Order.

Proposal Delivery Method and Addresses

Proposals may be submitted by email, mail, courier service, or delivered in person by the applicant.

Submission Address:

ATTN: STEPS 2020 SFP –
Elisabeth Testa
MIC 64
Employment Training Panel
1100 J St, 4th Floor
Sacramento, CA 95814
Elisabeth.testa@etp.ca.gov

CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

Section 5 – Required Proposal Content

All proposals must adhere to the required format in order to be competitive and must include all the requested information, completed forms and attachments. The proposal must meet the minimum requirements listed below. **Proposals that do not adhere to the minimum requirements will not be scored or considered for funding.** Respondents must follow the specific instructions and complete all requested forms included with this SFP.

A. Minimum Requirements

1. Respondents must demonstrate their knowledge, experience and capacity or provide a detailed approach regarding the development and implementation of strategies for serving SWD. Respondents must complete the accompanying **Project Proposal Narrative (SFP Form PN)**. Respondents must also complete the **Signature Page (SFP Form SIG)**.
2. Respondents must submit, along with the **Signature Page** and **Project Proposal Narrative**, a **Letter of Support** from their local DOR District Administrator. A full list of statewide DOR District Administrators is included with this SFP. **Proposals that do not attach *the Letter of Support* from the local DOR District Administrator will be deemed non-responsive and not considered for funding.** Additionally, if the respondent is an AJCC, they must also submit a **Letter of Support** from their local Workforce Board.
3. Awardees will **be required to contract with the FOUNDATION to utilize Career Catalyst as the employer of record service** for all paid work experience placements. There is an associated flat fee of \$600 per every \$5,000 awarded.

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

- Identifying Program Manager and Timekeeping Supervisor(s) that will oversee paid work experience placements and be responsible for digital onboarding, timekeeping, and off-boarding
- Timely communication of SWD work experience start and end dates, in alignment with Career Catalyst Onboarding/Off-boarding Policies
- Collection of work permits for minors, using the Foundation's work permit intent form
- Collection of Worksite Agreements from each external business partner, prior to start of paid work experience
- Ensuring all SWDs complete an online application that will serve as their employee intake form

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL**

SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

- Electronic completion of Sections 1 & 2 of the I-9 through Paycom within three days following the SWD's first day logging hours to be paid
- Bi-weekly electronic input, approval, and submission of SWD timesheets, using Foundation's HRIS platform, Paycom

4. Respondents can submit a proposal for up to \$750,000. Final awards may be adjusted depending on the number of successful respondents. Please consider the following when determining the amount requested:

Amount Requested	Minimum Number of Participants (SWDs) Enrolled in STEPS
\$750, 000	150
\$500, 000	100
\$250,000	50

Match – While there is no matching funds requirement, this may be necessary. The funds from this SFP can only be used for direct services such as direct service/training staff, training materials, and wages/work expenses. Any 'match' as such may include, for example, in-kind/co-enrollment expenses.

5. Respondents should also consider the requirements listed below. Proposals that do not adhere to these requirements will be scored; however, **for each requirement not met, a penalty will be assessed as detailed below.**

Other Requirements	Penalty
1. Proposal narrative (SFP Form PN) is limited to five (5) pages double spaced (additional pages will be removed and not included in the review and scoring).	3 points deducted
<i>Required Signature Page (SFP Form SIG), required DOR District Administrator Letter of Support and optional letters of support are not included in the page limit – please limit optional letters of support to 2.</i>	
2. Proposal narrative font must be Calibri and no smaller than 12 point.	2 points deducted

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020**

B. Format and Document Order

Respondents must use the specific instructions and complete all requested forms included in the SFP announcement. If you have any questions regarding the proposal package, please email at Workforce.Development@dor.ca.gov

The following chart lists the order of documents that must be included in the proposal package. This may also be used as a checklist to help ensure submission of a complete grant package.

1. Signature Page (SFP Form SIG)	<input type="checkbox"/>	
2. Proposal Narrative (SFP Form PN limited to 5 pages) The SFP Form PN includes the following sections:	<input type="checkbox"/>	
I. Statement of Need	<input type="checkbox"/>	
II. Targeted Group	<input type="checkbox"/>	
III. Project Work Plan	<input type="checkbox"/>	
IV. Partnerships and Leveraged Resources	<input type="checkbox"/>	
V. Outputs and Outcomes	<input type="checkbox"/>	
VI. Budget Worksheet	<input type="checkbox"/>	
4. DOR District Administrator Letter of Support, and Local Workforce Board Letter of Support for AJCC Respondents	<input type="checkbox"/>	
5. Optional Letters of Support – Limit 2	<input type="checkbox"/>	

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020**

Section 6 – Award and Contracting Process

A. Proposal Evaluation and Recommendation for Funding

Proposals will be scored and ranked by teams of independent reviewers based on the criteria set forth in this SFP. The scoring value of each section of the SFP is as follows:

Criterion	Maximum Points
PN Section I – Statement of Need	5
PN Section II – Targeted Group	5
PN Section III – Project Work Plan	30
PN Section IV – Partnerships	20
PN Section V – Outputs and Outcomes	30
PN Section VI – Budget Worksheet	10
Minimum and Other Requirements Total Maximum	100

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. Awardees will be encouraged to present the outcomes of their contracts to the Employment Training Panel at a monthly meeting.

B. Notification of Recommendation for Funding

The state expects award decisions to be announced by April 9, 2020.

C. Appeal Process

A proposal may be disqualified for not meeting the proposal requirements under Section 5.A of this SFP. An appeal of the disqualification decision may be filed.

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020**

There is no appeal process for not meeting the proposal submission deadline.

Final funding decisions cannot be appealed.

The proposal requirements, which are listed in Section 5.A of this SFP, are those conditions that must be met in order for the proposal to be forwarded for evaluation and scoring. Proposals that do not meet the minimum requirements will be disqualified.

The Foundation will send disqualification emails/letters to respondents no later than April 15, 2020. Appeals must be received at the Foundation office by April 22, 2020, no later than 3 p.m. PT. The date or time on a postmark or other courier's documentation is irrelevant to satisfying the appeal deadline.

The appellant must submit the facts in writing. The review will be limited to the information provided in writing. **To be considered for review, the appeal must contain 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.

The appellant must provide a copy of the appeal email/letter and the supporting documents to the Foundation. Appeals received after 3:00 p.m. PT on April 22, 2020, will not be considered. The Foundation will respond in writing to appeals by April 29, 2020. The review and response will be limited to determining whether the proposal met the application requirements of the SFP. The Foundation will accept appeals by email, mail, courier, or in person at:

ATTN: STEPS SFP APPEALS
Leti Shafer
Foundation for California Community Colleges
1102 Q Street, Suite 4800
Sacramento, CA 95811
lshafer@foundationccc.org

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020**

D. Contracting

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 mail the contract to the awardees for signature. The state expects contract negotiations to begin upon selection of awardees with a project start date estimated as early as April 27, 2020. Awardees must be able to fully execute a contract agreement with the FOUNDATION (using Foundation's template) no later than **June 15, 2020** to ensure timely implementation of contract activities.

Section 7 – Administrative Requirements

- A. Awardees must commit to participating in the Mandatory Awardee Kick-Off to be hosted by the Foundation. Grant/Program Manager (person with oversight of grant implementation and reporting) and Work Experience Lead Coordinator (person responsible for facilitation, timekeeping oversight, and document collection for paid work placements) are expected to attend (See Section 2 for date and location).
- B. Awardees will be required to collaborate with a minimum of three businesses that will commit to providing work experience for SWD, creating a career pathway to self-sufficiency.
- C. Awardees will also be required to provide a list of partners that will participate in the STEPS project. Participating Partners include your local DOR District Administrator, schools that your SWDs attend, and the businesses that are providing the work experience for your SWDs. Awardees are required to complete the **Participating Partners Form**.
- D. For each SWD served, awardees will need to complete two (2) forms; the **DR203 DOR Student Services Request Form**, and the **DR260 Consent to Release and Obtain Information**. Services cannot be rendered until verification of receipt of these forms by DOR. These forms are included with this SFP.
- E. During the contract period, awardees will need to provide, track, and report on the type and amount of training provided to each SWD. Similarly, Awardees will need to track their SWDs work experience placements and number of hours worked. This information will be reported monthly during the grant period. See **Section 7C. Reporting** of this SFP for more information on this requirement.
- F. At the conclusion of the contract period, Awardees will need to complete the **Final Contract Evaluation Form**, which will provide a summary of outcomes, grant activities, and SWD demographics, and will provide Awardees with a place to write a narrative summarizing their grant activities. The **Final Contract Evaluation Form** is due no later than 60 days post conclusion of contract activities.

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL
*SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020***

G. Monitoring and Audits

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.

Awardees that are units of local government or non-profit entities must ensure that audits required under OMB guidelines are performed and submitted when due. Organizations that are awardees under WIOA Title I and that expend more than the minimum level specified in OMB [Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards](#) must have either an organization-wide audit conducted in accordance with Uniform Administrative Requirements, Cost Principles, and Audit Requirements for federal awards or a program specific financial and compliance audit.

H. Record Keeping

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.

I. Reporting

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

Awardees will be required to submit monthly financial and participant reports, data elements including participant information, project activities, and expenditures. Within 60 days of the project term date, a project closeout report is required. Further guidance regarding reporting and closeout requirements can be found in *Monthly and Quarterly Financial Reporting Requirements* ([WSD16-13](#)) and *WIOA Closeout Requirements* ([WSD16-05](#)) on the [EDD Website](#).

**CALIFORNIA DEPARTMENT OF REHABILITATION
FOUNDATION FOR CALIFORNIA COMMUNITY COLLEGES
EMPLOYMENT TRAINING PANEL**

SUMMER TRAINING & EMPLOYMENT PROGRAM FOR STUDENTS (STEPS) 2020

J. Performance Goals

The overall Performance Goals provided are a point of reference for respondents when reviewing their local Goals. The state recognizes that the local goals may differ from those presented here. Local program designs may vary significantly and necessitate flexibility in determining goals. Planned goals must be described by respondents. Respondents must provide an explanation as indicated in the Proposal Package Instructions for Section V – Outputs and Outcomes of the Proposal Narrative. As a general guideline, performance goals should be to serve as many students as indicated, with a potential of co-enrolling these students into other DOR/WIOA programs.

K. Compliance

All funds are subject to their related state and federal statutory and regulatory requirements. These requirements are detailed in governing documents that include, but are not limited to, the WIOA and its associated federal regulations, OMB Circulars and Title 29 of the *Code of Federal Regulations*.

L. Evaluation

The WIOA Sections 134 and 136 (e) provide for the ongoing evaluation of workforce development activities. Evaluation of statewide activities allows the state to determine the effectiveness of the Governor's Discretionary funds in addressing the identified statewide needs. As a result, the state may pursue a statewide evaluation of the projects awarded through this SFP. In the event that a statewide evaluation is implemented, the awardee will be required to participate in that evaluation by providing requested data and information. Therefore, all award recipients are expected to document lessons learned, and effective/promising practices ascertained through this project.

Additionally, each awardee will be expected to submit a two (2) page summary of all activities that occurred during the contract period, including the number of students served, services provided, statistical data, etc.