



**COUNTY OF LOS ANGELES  
COMMUNITY AND SENIOR SERVICES**

**LOS ANGELES COUNTY  
AMERICA'S JOB CENTER OF CALIFORNIA**

**APPENDIX A-4**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
RAPID RESPONSE PROGRAM  
STATEMENT OF WORK**

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N.B.: This Request for Proposals, and the attached model statements of work, and associated attachments and exhibits, employs the County of Los Angeles' standard contracting terms such as "contract", "Contractor", "Sub-Contractor", etc.; these terms will be replaced in any final documents with the terms and corresponding definitions, such as "Sub-award," "Agreement," "Sub-recipient", "Lower-tier Sub-recipient", etc., required under the United States Office of Management and Budget's Uniform Grant Guidance, codified at 2 CFR 200 et seq.

## **APPENDIX A-4: WIOA RAPID RESPONSE PROGRAM STATEMENT OF WORK**

### **1.0 SCOPE OF WORK**

#### **1.1 INTRODUCTION**

1.1.1 This Statement of Work (SOW) establishes the minimum required tasks Contractor shall provide in support of the Workforce Innovation and Opportunity Act (WIOA) Rapid Response (RR) Program (Program), administered by the County of Los Angeles Community and Senior Services (County) to employers conducting business in Los Angeles County (Employers), and eligible adults over the age of 18 who reside in Los Angeles County (Affected Workers) as codified by Public Law 113-128 under the WIOA Program requirements, and Code of Federal Regulations (20 CFR). Contractor shall operate the Rapid Response program Countywide, but through a Comprehensive America's Job Center of California (AJCC) located in one of the following Los Angeles County Workforce Regions: Antelope Valley, San Gabriel Valley or Gateway Cities (a map of the regions is provided as *Exhibit 1 of Appendix B-1 WIOA Title I Adult and Dislocated Worker Program SOW Exhibits*).

### **2.0 ADDITION AND/OR DELETION OF FACILITIES, SPECIFIC TASKS AND/OR WORK HOURS**

#### **2.1 MODIFICATIONS**

Contractor is prohibited from modifying or terminating Services, forms, procedures, protocols, or revising hours of service delivery without the written consent of County. Contractor shall request permission at least thirty (30) days in advance and obtain written consent of County, and shall comply with *One Stop Operator for the America's Job Centers of California (AJCCs) ("Contract")*, *Sub-paragraph 9.9 (Modifications)*, as applicable, and with *Section 6.9 of this SOW, Contractor Sites/Facilities and Resources*.

2.1.1 Contractor shall inform County in writing and receive written County approval at least 60 days prior to a relocation of Contractor's location(s).

2.1.2 Services or work hours shall not be modified or terminated throughout the entire Contract term. Should an emergency need arise County must be notified immediately (as described in *Contract, Sub-paragraph 9.25 (Unusual*

*Occurrences and Crime*) and the request for Services or work hour modifications will be reviewed by County on a case-by-case basis.

## 2.2 **AMENDMENTS**

All changes must be made in accordance with *Contract, Sub-paragraph 8.1 (Amendments)*.

## 3.0 **QUALITY CONTROL**

### 3.1 **QUALITY CONTROL PLAN**

3.1.1 Contractor shall establish and utilize a comprehensive Quality Control Plan to assure County a consistently high level of service throughout the term of the Contract. The Plan shall be submitted to the County Contract Project Monitor for review. The plan shall include, but may not be limited to the following:

3.1.1.1 Method of monitoring to ensure that Contract requirements are being met; and

3.1.1.2 A record of all inspections conducted by Contractor, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to County upon request.

### 3.2 **CUSTOMER SATISFACTION SURVEYS**

3.2.1 County will provide Contractor with Customer Satisfaction Surveys for Participants, external Program partners, and Employer Participants to evaluate the quality of Services provided by Contractor and partner agencies. Contractor shall retain a copy on file and ensure completed surveys are accessible to County for review. The results of the Surveys will also be used by Contractor to make continuous quality improvements in Services and be visible to Participants. Contractor shall be required by County to develop and comply with resolutions for identified concerns as appropriate and develop outcome measures due to results from the Surveys. Further direction will be provided through County Directive.

3.2.2 The Survey shall be disseminated to all Participants, external Program partners, and Employer Participants at least once a quarter, each fiscal year. County will provide Contractor with the tool(s) necessary to conduct the Survey. Further instructions will be delineated through County Directive.

### 3.3 **INTERNAL PROTOCOLS**

3.3.1 Contractor shall establish internal protocols and processes to validate and confirm usage of Services for which Contractor staff has deemed Participants eligible and authorized to be rendered

## 4.0 QUALITY ASSURANCE PLAN

4.1 County shall evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in *Contract, Sub-paragraph 8.15 (County's Quality Assurance Plan)*.

### 4.2 ESTABLISHMENT AND MAINTENANCE OF QUALITY ASSURANCE PLAN

4.2.1 Contractor shall establish and maintain a Quality Assurance Plan (QAP) to assure the requirements of this Contract are met. A copy must be provided to County's Contracts Management Manager (CMM) on the Contract start date and as changes occur. The original QAP and any revisions thereto, shall include, but not be limited to, the following:

4.2.2 Methods used to ensure that the quality of service performed fully meet the performance requirements set forth in this Statement of Work. Contractor shall include methods for identifying and preventing deficiencies in the quality of Service performed before the level of performance becomes unacceptable including a reporting protocol notifying the CMM of any identified performance requirement issues within 24 hours of discovery.

4.2.3 Methods for ensuring uninterrupted service to County in the event of a strike by Contractor employees or any other potential disruption in Service.

4.2.4 Methods and frequency by which the qualifying knowledge, skills, experience, and appropriate licenses and/or credentials of professional staff are properly assured, supervised, and maintained during the life of the Contract.

4.2.5 Contractor's QAP shall include quality improvement strategies and interventions and include barriers/deficiencies/problems identified by County through County's technical assistance visits in this process.

4.2.6 Contractor shall include qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents in the QAP.

### 4.3 PERFORMANCE REQUIREMENTS OF QAP

4.3.1 If Contractor QAP requirements are not met, the CMM may, in addition to all other remedies available under this Contract, telephone Contractor to alert Contractor of a deficiency; send Contractor a User Complaint Report (UCR), or both. Contractor shall respond to a telephone deficiency complaint within one (1) hour and respond to a UCR within twenty-four (24) hours of receipt.

4.3.2 Contractor shall not utilize any employee or sub-contractor whose work has been deemed deficient and unacceptable by the CMM.

4.3.3 Contractor shall report any staff changes, including separations, temporary leave (e.g. vacations) and indicate staff that will take over the functions of staff on separation or leave, and new hires to the CMM within five (5) business days of the occurrence. In addition, for new hires, Contractor shall include a current resume as part of the notification to County.

#### 4.4 MEETINGS AND TRAINING

- 4.4.1 Contractor is mandated to attend all scheduled meetings and trainings called by County, or as directed by County. Contractor shall be given at least three (3) days advance notice of all scheduled meetings with County. Contractor may also be required to attend emergency meetings without the above stated advance notice when necessary.
- 4.4.2 Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via virtual means (e.g., WebEx or Skype). Penalties will apply for Contractor's failure to attend either face-to-face or virtual meetings pursuant to *Appendix B-4, WIOA Rapid Response Program Statement of Work Exhibits, Exhibit 1, Performance Requirements Summary (PRS) Chart*.
- 4.4.3 Contractor staff is also required to regularly attend meetings, trainings, or conferences that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings, trainings, or conferences may be called by County or a partner agency, or may be designated by County for Contractor participation. Contractor may also choose to attend meetings, trainings, or conferences inside or outside of Los Angeles County at Contractor's own expense that Contractor reasonably deems to be beneficial for the delivery of Participant Services, as well as other meetings, trainings, or conferences not designated as mandatory by County.

#### 4.5 CONTRACT DISCREPANCY REPORT (EXHIBIT 3 OF APPENDIX B-4)

- 4.5.1 Contractor's Operations Manager (defined in 6.4 below, Rapid Response Operations Manager) shall provide verbal and written notification of a Contract discrepancy to the County Contract Project Monitor as soon as possible, but no later than one (1) workday, whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.
- 4.5.2 The County Contract Project Monitor will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, Contractor is required to respond in writing to the County Contract Project Monitor within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Contract Project Monitor within five (5) workdays.

#### 4.6 COUNTY OBSERVATIONS

- 4.6.1 Other County personnel, in addition to County Contract staff, may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours.

## **5.0 DEFINITIONS**

5.1 For a listing of Definitions for this Program, refer to *RFP, Appendix R, Definitions*.

## **6.0 RESPONSIBILITIES**

6.1 County's and the Contractor's responsibilities are as follows:

### **6.2 COUNTY ADMINISTRATIVE DUTIES**

County will administer the Contract according to *Contract, Paragraph 6.0 (Administration of Subaward – County)*. Specific duties will include:

6.2.1 Monitoring Contractor's performance in the daily operation of this Contract. Performance monitoring includes programmatic and fiscal review.

6.2.2 Providing direction to Contractor in areas relating to policy, information, performance and procedural requirements.

6.2.3 Preparing Amendments in accordance with the *Contract, Sub-paragraph 8.1 (Amendments)*.

### **6.3 RAPID RESPONSE ADMINISTRATIVE DUTIES**

6.3.1 Rapid Response program shall be administered under the umbrella of a Comprehensive AJCC, as such, Contractor shall refer to *Section 6.2 of Appendix A-1, WIOA Title I ADW Statement of Work*, for full description of administrative duties.

### **6.4 RAPID RESPONSE OPERATIONS MANAGER**

6.4.1 Rapid Response program shall be administered under the umbrella of a Comprehensive AJCC, as such, Contractor shall refer to *Appendix B-1, WIOA Title I Adult and Dislocated Worker SOW Exhibits, Exhibit 4, Comprehensive AJCC, AJCC and Veterans AJCC Operations Personnel Minimum Staffing Requirements* for a full description of the Operations Manager's role and responsibilities. The Rapid Response Operations Manager will be the same individual as the Comprehensive AJCC Operations Manager.

### **6.5 RAPID RESPONSE PROGRAM OPERATIONS PERSONNEL**

6.5.1 Contractor shall assign, at a minimum, the number of employees, listed below, with the appropriate education, licensure, and experience to perform the required work described in this Statement of Work, and capable of establishing effective communication with Affected Workers, Employers, Partners, and County. Contractor shall always have a staff member that speaks and understands English with the authority to act on behalf of Contractor in every detail, and is available during work hours. Contractor shall operate continuously throughout the entire term of this Contract with at least the minimum number of staff set forth herein, as well as any other applicable staffing requirements for Contractor necessary to provide Services herein. Such personnel shall meet all

qualifications in the Contract, as well as those provided by County through Contract Amendments, Administrative Directives and Program Policy Memorandums. Contractor acknowledges required staffing levels may increase should levels in funding increase, as directed by County.

6.5.2 Contractor shall adhere to professional core competency training requirements or all staff as defined by Federal, State or County regulations and any County Directive(s).

6.5.3 **Rapid Response Operations Staff Requirements:** Contractor shall have the following RR Program staff that meet the minimum requirements and qualifications for the Program, including the ability to speak/read/write/understand English fluently, and as further defined below. All staff salaries shall be based on competitive, professional industry standards as set forth in the following resources: U.S. Department of Labor Employment and Training Administration, Bureau of Labor Statistics and Employment Development Department of California.

6.5.3.1 Contractor shall provide a minimum of two (2) full-time, fully dedicated staff as Rapid Response Coordinators to cover all of the Los Angeles County area. The Rapid Response Coordinators shall demonstrate a minimum of one (1) year experience in providing Rapid Response or equivalent similar services.

6.5.3.1.1 Each RR Coordinator shall be located in the Comprehensive AJCC or, if needs dictate, in another location at the direction of County. Each Coordinator shall also be provided a telephone number so that they may be accessible to accommodate all work hour shifts, including day, evening and night shifts, in order to be responsive to an Employer's needs and to the Affected Workers' work schedules.

6.5.3.1.2 RR Coordinators shall report to a supervisor, which shall be the same individual as the Comprehensive AJCC Business Services Manager, further described in *Appendix B-1, WIOA Title I Adult and Dislocated Worker SOW Exhibits, Exhibit 4, Comprehensive AJCC, AJCC and Veterans AJCC Operations Personnel Minimum Staffing Requirements*. Rapid Response Coordinators will receive additional direction from the Business Services Manager or designee.

6.5.3.1.3 RR Coordinators shall work with Comprehensive AJCC and AJCC Rapid Response liaisons, or alternate liaisons, as needed and as directed by County.

6.5.4 Contractor shall issue all related Rapid Response forms, as specified below in Section 10.1.12 to its staff. It is the responsibility of Contractor to disseminate information to all personnel working on this Contract, including all revisions, additions or deletions to RR tasks at the request of County.



## 6.5.5 USE OF VOLUNTEERS, YOUTH@WORK, AND TITLE V - SCSEP PROGRAM PARTICIPANTS

6.5.5.1 Contractor may utilize Youth@Work or Title V - SCSEP Program Participants in accordance with Youth@Work requirements or Title V-SCSEP requirements, as further defined in *Appendix A-2 Youth@Work Program SOW* or *Appendix A-5, SCSEP SOW*, to provide Participants with current Work Experience and provide further support to staff in functions that are not sensitive to operations. Non-sensitive functions may include, but are not limited to: greeting participants, assisting in workshops, preparing workshop materials, and setting up for workshops. These Participants are subject to the same requirements as staff or volunteers.

6.5.5.2 Volunteers may be recruited, trained and used by Contractor to expand the provision of services. Volunteers must be appropriately qualified for the responsibilities Contractor intends to assign them prior to beginning those responsibilities. Volunteers shall be solely the responsibility of Contractor and shall report to the Operations Manager or another employee of Contractor as designated by the Operations Manager. If possible, Contractor shall work in coordination with organizations that have experience in providing training and placement. Contractor shall ensure that all volunteers undergo and pass a background check and that records are retained.

## 6.6 CONTRACTOR STAFF TRAINING

6.6.1 Contractor shall provide training for all new staff and continued in-service training for all staff. Contractor is responsible for ensuring its staff, including employees and volunteers, both existing and new, are properly trained in all areas related to providing Services including cross-training of staff to ensure program and team success and performance

6.6.2 Contractor shall develop and implement written internal staff training and succession plan policy, including the provision of an orientation to all new staff (which shall include employees and volunteers). Contractor shall also define the policy and protocols of information sharing when only a designee attends on behalf of Contractor. Contractor shall also provide its training and succession plan policy to County for review at least once per program year at the beginning of each program year.

6.6.3 Contractor's Operations Manager(s) shall ensure that all appropriate Contractor employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Contractor's benefit. Further, Contractor shall ensure that, at a minimum, a Contractor's designated, paid employee represents Contractor at each training session, unless otherwise directed by County. Contractor may also choose to attend additional educational training opportunities inside or outside of Los Angeles County at Contractor's own expense that the Contractor reasonably deems to be

beneficial for the delivery of Participant Services, as well as other trainings designated by County.

6.6.4 Training shall include, but is not limited to: providing information concerning new Directives and regulations issued by County. County shall provide relevant and applicable training, including instruction and guidance, as determined appropriate by County.

6.6.5 Contractor shall attend all mandated trainings called by County, or authorized designee. Contractor shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Contractor may also be required to attend emergency trainings without the above stated advance notice when necessary. Failure to attend all mandated trainings shall be considered non-compliance with the Contract, and may result in further action pursuant to *Contract, Sub-paragraph 9.13 (Probation and Suspension)*, and any other applicable remedies.

## 6.7 IDENTIFICATION

6.7.1 Contractor shall ensure their employees and any volunteers are appropriately identified as set forth in *Contract, Sub-paragraph 7.4 (Subrecipient's Staff Identification)*.

## 6.8 MATERIALS AND EQUIPMENT

6.8.1 The purchase of all materials/equipment to provide needed Services is the sole responsibility of Contractor, with the exception of computer and information technology related equipment which shall be purchased under the coordination and direction of County. Contractor shall use materials and equipment that are safe for the environment and safe for use by employees and volunteers. Contractors may use WIOA funds to purchase materials and equipment. Any materials and equipment purchased with WIOA funds shall remain the property of County.

6.8.2 Contractors must obtain approval from County prior to charging WIOA funds for the following:

6.8.2.1 Purchase of property with a per-unit single cost totaling \$5,000 or more.

6.8.2.2 Purchase, rent, licensing, maintenance fees, or subscriptions of information technology applications/software/services with a per-unit single or cumulative cost totaling \$5,000 or more within a twelve (12) month period.

6.8.3 Contractor shall adhere to and shall maintain a clear inventory record of all equipment as directed by County through County Directive.

## 6.9 CONTRACTOR SITES/FACILITIES AND RESOURCES

6.9.1 Contractor shall maintain an office at the Comprehensive AJCC site procured for in this solicitation, and as directed by County. Contractor shall adhere to all other sites/facilities and resources provisions as set forth in *Section 6.7, Contractor Sites/Facilities and Resources, of Appendix A-1, WIOA Title I ADW SOW*.

## **6.10 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF CONTRACTOR STAFF**

6.10.1 Contractor must provide Services in English, but in areas where a significant number of Affected Workers do not speak English as their primary language, Contractor shall make efforts to employ staff and recruit volunteers who are bilingual or multilingual in one or more of Los Angeles County's threshold languages of Arabic, Armenian, Chinese (Mandarin or Cantonese), Farsi, Khmer (Cambodian), Korean, Russian, Spanish, Tagalog (Filipino), Thai and Vietnamese or American Sign Language, should one or more of these languages be a predominant language used in the community served by Contractor.

6.10.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.

6.10.3 Contractor shall utilize Partner staff or professional translation Services when assistance with another language is needed and no onsite staff speaks that language.

6.10.4 Contractor shall not require any Affected Worker or Employer to provide his/her own interpreter.

6.10.5 Contractor shall adhere to Bilingual and Linguistic Program Services provisions as set forth in [Cal. Gov. Code § 11135 to 11139.5] [22 CCR 98211, 98310 to 98314, 98324 to 98326, 98340 to 98370].

## **7.0 INTENTIONALLY OMITTED**

## **8.0 WORK SCHEDULES**

8.1 Contractor shall operate under the auspices of the Comprehensive AJCC, and shall be held to the provisions as stated in *Appendix A1, WIOA Title I ADW SOW, Section 8.0, Work Schedules*.

8.1.1 Section 8.1 notwithstanding, Rapid Response coordinators shall be on-call, as needed in order to be responsive to an Employer's needs and to the Affected Workers' work schedules, as described above in Section 6.5.3.1.1 of this SOW.

## **9.0 INTENTIONALLY OMITTED**

## **10.0 SPECIFIC RAPID RESPONSE PROGRAM WORK REQUIREMENTS**

10.1 The guidelines described below establish the standards, tasks and duties for the provision of WIOA RR Program Services:

- 10.1.1 Contractor shall provide Countywide Services (“Services”), as specified herein and based on guidelines and standards established by the Los Angeles County Workforce Development Board (LACWDB) and County Program Memoranda and Directives, as well as applicable Federal and State law, regulations and policies including, but not limited to: informational bulletins, directives, and site visit reports. WIOA RR Services are provided to directly assist Employers and Affected Workers in order to mitigate the impact on the local economy resulting from mass layoffs, business closures, and natural or other disasters. Rapid Response must be provided when one or more of the following circumstances occur:
  - 10.1.1.1 Announcement or notification of a permanent closure of a facility, store, enterprise, or plant, regardless of the number of workers affected;
  - 10.1.1.2 Announcement or notification of a mass layoff as defined in 20 CFR Part 682.305;
  - 10.1.1.3 A mass job dislocation resulting from a disaster, natural or other disaster event as defined by State or County; and
  - 10.1.1.4 The filing of a Trade Adjustment Assistance (TAA) petition.
- 10.1.2 As further described herein, Contractor shall provide Services, working in coordination with Comprehensive AJCC Business Services staff and County’s Business Services team, to Affected Workers and to Employers through comprehensive business engagement, including the following:
  - 10.1.2.1 Assist Affected Workers to quickly return to productive positions in the labor force;
  - 10.1.2.2 Assist Employers to explore alternatives to layoffs through human resource solutions and through the transition process;
  - 10.1.2.3 Reduce the economic and social burdens that unemployment presents to Employers, workers and the community;
  - 10.1.2.4 Assess the potential for averting layoffs by providing timely and pertinent information so that Employers will be able to anticipate and profit from economic development opportunities; and
  - 10.1.2.5 Identify/develop prospective strategies to avert and/or mitigate the impact of potential downsizing, restructuring and/or imminent plant closures.
- 10.1.3 Contractor shall be the designated entity to receive assigned Worker Adjustment Retraining Notification (WARN)/Non-WARN notices in the Local Workforce Development Area (LWDA) by County via email from

[RapidResponse@css.lacounty.gov](mailto:RapidResponse@css.lacounty.gov). WARN and Non-WARN are further defined in *RFP Appendix R, Definitions*.

10.1.3.1 Contractor must respond to a WARN **within 24 hours** of being notified by County.

10.1.3.2 Contractor must provide RR Services directly to the affected Employers and Affected Workers as described in the required and allowable activities below:

10.1.3.2.1 **RR REQUIRED ACTIVITIES:** pursuant to WIOA Title I, Sections 133(a)(2) and 134(a)(2)(A); 20 CFR Parts 682.300, 682.310, 682.320 and 682.330 and/or subsequent final CFR, Contractor shall provide the following Rapid Response required activities:

10.1.3.2.1.1 Immediate and on-site contact with an Employer, representatives of Affected Workers and the local community, which may include an assessment of and plans to address the:

10.1.3.2.1.1.1 Layoff plans and schedule of an Employer;

10.1.3.2.1.1.2 Potential for averting the layoff(s) in consultation with State or local economic development agencies, including private sector economic development entities;

10.1.3.2.1.1.3 Background and probable assistance needs of Affected Workers;

10.1.3.2.1.1.4 Reemployment prospects for Affected Workers in the local community; and

10.1.3.2.1.1.5 Available resources to meet the short and long-term assistance needs of Affected Workers.

10.1.3.2.1.2 The provision of information and access to unemployment compensation benefits and programs, such as Short-Time Compensation,

comprehensive one-stop delivery system services, and employment and training activities, including information on the TAA program (19 U.S.C. 2271 et seq.), Pell Grants, the GI Bill, and other resources;

10.1.3.2.1.3 The delivery of other necessary services and resources including workshops and classes, use of worker transition centers, and job fairs, to support reemployment efforts for affected workers including, but not limited to, access to employment listings, and job banks; offering customized training sessions for new or incumbent Affected Workers; access to Comprehensive AJCC resources including computer, Internet, fax, copier and telephone access; workshops or seminars on critical employment themes, resume writing, job search strategies and interviewing techniques; and Personalized career counseling and planning.

10.1.3.2.1.4 Partnership with the Local WDB(s) and chief elected official(s) to ensure a coordinated response to the dislocation event and, as needed, obtain access to State or local economic development assistance. Such coordinated response may include the development of an application for a national dislocated worker grant as provided under Part 687 of Title 20 CFR;

10.1.3.2.1.5 The provision of emergency assistance adapted to the particular layoff or disaster;

10.1.3.2.1.6 As appropriate, developing systems and processes for:

10.1.3.2.1.6.1 Identifying and gathering information for early warning of potential layoffs or opportunities for layoff aversion;

10.1.3.2.1.6.2 Analyzing, and acting upon, data and information on dislocations and other economic activity in the

State, region, or local area;  
and

10.1.3.2.1.6.3 Tracking outcome and performance data and information related to the activities of the rapid response program.

10.1.3.2.1.7 Developing and maintaining partnerships with other appropriate Federal, State and local agencies and officials, employer associations, technical councils, other industry business councils, labor organizations, and other public and private organizations, as applicable, in order to:

10.1.3.2.1.7.1 Conduct strategic planning activities to develop strategies for addressing dislocation events and ensuring timely access to a broad range of necessary assistance; and

10.1.3.2.1.7.2 Develop mechanisms for gathering and exchanging information and data relating to potential dislocations, resources available, and the customization of layoff aversion or rapid response activities, to ensure the ability to provide rapid response services as early as possible;

10.1.3.2.1.8 Delivery of services to worker groups for which a petition for Trade Adjustment Assistance has been filed;

10.1.3.2.1.9 The provision of additional assistance, to local areas that experience disasters, mass layoffs, or other dislocation events when such events exceed the capacity of the local area to respond with existing resources as provided under WIOA sec. 134(a)(2)(A)(i)(II) and as described in 20 CFR Part 682.210 and

detailed below in *Section 10.1.3.2.2 of this SOW, Rapid Response Allowable Activities*;

10.1.3.2.1.10 Provision of guidance and financial assistance as appropriate, in establishing a labor-management committee if voluntarily agreed to by the employee's bargaining representative and management. The committee may devise and oversee an implementation strategy that responds to the reemployment needs of the workers. The assistance to this committee may include:

10.1.3.2.1.10.1 The provision of training and technical assistance to members of the committee; and

10.1.3.2.1.10.2 Funding the operating costs of a committee to enable it to provide advice and assistance in carrying out rapid response activities and in the design and delivery of WIOA-authorized services to affected workers.

10.1.3.2.1.11 Layoff Aversion activities such as:

10.1.3.2.1.11.1 Pre-feasibility studies of avoiding a plant closure through an option for a company or group, including the workers, to purchase the plant or company and continue it in operation;

10.1.3.2.1.11.2 Incumbent worker training, including employer loan programs for employee skill upgrading;

10.1.3.2.1.11.3 On-going engagement, partnership, and relationship building activities with Businesses and Labor Unions; and



10.1.3.2.1.11.4 Linkages with economic development activities at the federal, State and local levels, including U.S. Department of Commerce programs and available State and local business retention and recruitment activities.

10.1.3.2.1.12 Coordination of workforce needs of employers with the Comprehensive AJCC Business Services staff, per *Appendix A-1 WIOA Title I Adult and Dislocated Worker Program Statement of Work Section 10.5.2.10* and with the County Business Services Division, at the direction of County.

#### 10.1.3.2.2 **RAPID RESPONSE ALLOWABLE ACTIVITIES**

10.1.3.2.2.1 Pursuant to WIOA Title I, Sections 133 (a)(2) and 134 (a)(2)(A); 20 CFR, WIOA Final Rule, Subpart C – Rapid Response Activities, Part 682.340 and/or subsequent final CFR, Contractor may provide the following allowable Activities:

10.1.3.2.2.1.1 In order to conduct layoff aversion activities, or to prepare for and respond to dislocation events, in addition to the activities required under Section 10.1.3.2.1 of this SOW, Contractor may devise rapid response strategies or conduct activities that are intended to minimize the negative impacts of dislocation on workers, businesses, and communities and ensure rapid reemployment for workers affected by layoffs.

10.1.3.2.2.1.2 When circumstances allow, Rapid Response Contractor may provide guidance and/or financial assistance to establish community

transition teams to assist the impacted community in organizing support for Affected Workers and in meeting the basic needs of their families, including heat, shelter, food, clothing and other necessities and services that are beyond the resources and ability of the one-stop delivery system to provide.

10.1.3.2.2.1.3 Participate in capacity building activities, including providing information about innovative and successful strategies for serving Affected Workers, with local areas serving smaller layoffs.

10.1.4 If Contractor becomes aware of a Non-WARN dislocation (under 75 employees over a sixty day period), Contractor shall advise County RR Coordinator within 24 hours and the same procedures will be followed as stated above in Section 10.1.3 of this SOW.

10.1.5 Contractor shall coordinate with the local California Employment Development Department (EDD) RR Coordinator (as directed by County RR Coordinator) to provide RR Orientations (on-site, group activities) to impacted workers and assess transferable skills. Accepted activities at orientations and assessments include, but are not limited to, informing Affected Workers of the following:

10.1.5.1 Unemployment Insurance Benefits;

10.1.5.2 Job Services;

10.1.5.3 Trade Adjustment Act (TAA);

10.1.5.4 Consolidated Omnibus Budget Reconciliation Act (COBRA);

10.1.5.5 Los Angeles Economic Development Commission (LAEDC);

10.1.5.6 Covered California; and

10.1.5.7 Keep Your Home California

10.1.5.8 All RR Services described above, in Sections 10.1.3.2.1 and 10.1.3.2.2 of this SOW, that are applicable and available to impacted workers

10.1.6 In addition, Contractor shall offer the following:

- 10.1.6.1 Referral to financial counseling/planning resources;
  - 10.1.6.2 Access to various training opportunities and training programs that will help successfully transition the impacted worker to other in demand jobs and industries that are on the rise; and
  - 10.1.6.3 Exploration of customized training opportunities through Workforce Program Services and other available resources through the State and/or other funding organizations that can be leveraged to benefit the impacted employer.
- 10.1.7 Contractor shall provide affected Employers and Affected Workers with appropriate and relevant materials to accompany the activities and services being provided.
- 10.1.8 Contractor will be responsible for purchasing LACWDB-approved, RR-related materials.
- 10.1.9 Contractor and its personnel, including both employees and any volunteers, are required to follow all federal, State and local laws that apply to the providing of RR Services under this Contract.
- 10.1.10 Contractor must comply with all WIOA regulations, and applicable State and County directives.
- 10.1.11 Contractor shall prominently post U.S. Department of Labor, Occupational Safety & Health Administration (poster 3165), informing personnel of their rights and responsibilities. For additional and up-to date information, Contractor shall contact the U.S. Department of Labor, OSHA at (800) 321-OSHA (6742) or at: [www.osha.gov](http://www.osha.gov).
- 10.1.12 **RAPID RESPONSE FORMS**
- 10.1.12.1 The forms that are applicable to this Program will be provided to Contractor by County's RR Coordinator. Contractor shall maintain Employer files by Employer name that contain all completed required documentation specified below.
    - 10.1.12.1.1 **Rapid Response Sign-In Sheet:** Contractor must have all Affected Workers present at the RR Orientation fill out the Sign-In Sheet with their personal information. Contractor must include Employer name, date and time on the heading of the Sign-In Sheet.
    - 10.1.12.1.2 **Rapid Response Survey:** Contractor shall also distribute a "Rapid Response Survey" to Affected Workers early in the orientation and assist Affected Workers in selecting their choice of Comprehensive AJCC or AJCC. Contractor

shall verify that Participant's Employer's name is written on each survey.

**10.1.12.1.3 Rapid Response Required Activities On-Site Visit Form (WIOA 121):** Contractor must file a WIOA 121 with County for any Employer site visit to meet with employer to assist Affected Workers in obtaining reemployment because of a permanent Employer closure or layoff.

10.1.12.1.3.1 Reportable on-site visits include WARN and Non-WARN events. If multiple sessions are conducted on the same day, at a single location, and for a single Employer, WIOA 121 must be completed with consolidated information for that specific date, location, and Employer. Contractor shall complete separate WIOA 121s for each on-site visit occurring on different days, at different locations, or at different Employers. Job fairs should not be recorded under these requirements, unless they are conducted as part of the on-site response to a significant dislocation. Contractor acknowledges the WIOA 121 data will be used to determine future allocations.

10.1.12.1.3.2 Contractor shall complete the WIOA 121 at the end of each Rapid Response and TAA orientation, planning meeting, workshop, or contact made with the Employer. All on-site visits must be reported and submitted electronically within seven (7) work days to the following County e-mail address: [RapidResponse@css.lacounty.gov](mailto:RapidResponse@css.lacounty.gov).

**10.1.12.1.4 RAPID RESPONSE LAYOFF AVERSION FORM (WIOA 122) OR SUCCESSOR FORM(S):**

10.1.12.1.4.1 Contractor shall file a WIOA 122 with County for any business contact to conduct business outreach activities and/or layoff aversion activities during any stage of the business cycle. Activities reported on this form are those relating to business visits when an activity or resource is introduced, planned, or involves follow-up or wrap-up of a prior activity. It is important that contractor consider and document how layoff aversion activities will result in a positive outcome before allocating resources. For completion of the layoff aversion activity, documentation from the business

receiving service is required to be submitted for validation of outcomes and shall be retained by Contractor.

10.1.12.1.4.2 Contractor shall complete the WIOA 122 at the end of the initial planning meeting, and upon reaching a final resolution, to include number of jobs saved. All activity must be reported and submitted electronically within seven (7) work days to the following County e-mail address: [RapidResponse@css.lacounty.gov](mailto:RapidResponse@css.lacounty.gov).

10.1.12.1.4.3 Contractor shall use all other applicable WIOA or RR materials and forms as approved or directed by County.

10.1.13 Contractor shall plan accordingly for the entire Fiscal Year based on the allocation provided and projected Employers filing WARN and Non-WARNs, based on the number of WARN and Non-WARN incidents in previous years. Contractor's planned RR activities must take into account:

10.1.13.1 WARN takes priority over a Non-WARN.

10.1.13.2 Provide Small Business Assistance (layoff aversion) when applicable.

10.1.14 Contractor shall provide Employer with appropriate referrals and assistance, i.e., Layoff Aversion, EDD, Trade Adjustment Assistance (TAA) and referrals to other workforce partners.

10.1.14.1 **Lay-Off Aversions Strategies:** Based on Employer need, Contractor shall coordinate with the Employer and relevant agencies to assess layoff aversion potentials and devise layoff aversion strategies as needed. This may include:

10.1.14.1.1 Referrals to other workforce partners, and community and government services, such as Small Business Development Centers and the Los Angeles Economic Development Corporation, and financial planning entities;

10.1.14.1.2 Develop a plan which includes, at a minimum, strategies to be used, timelines and responsible parties; and

10.1.14.1.3 Follow-up with the Employer to ensure that the plan is being implemented.

## 10.1.15 PROHIBITED RAPID RESPONSE ACTIVITIES

10.1.15.1 Pursuant to 20 CFR Part 682.330 and EDD Directive WSD 16-04, Contractor shall not engage in any of the prohibited activities listed below:

10.1.15.1.1 Complete Unemployment Insurance applications; or

10.1.15.1.2 Have a job fair or information expo not related to a dislocation event.

## 11.0 BRANDING

- 11.1 Contractor shall adhere to the current and, if applicable, subsequent name for the County workforce system of providing employment and training through the Workforce Innovation and Opportunity Act (WIOA) partnerships and various other local programs as "America's Job Center of California<sup>SM</sup>" (service marks are regulated by the law of "Unfair Competition." At the federal level, service mark infringement is governed by the "Lanham Trademark Act of 1946 (15 U.S.C.A. § 1051 et. seq.). At the state level, service mark infringement is governed by analogous "Intellectual Property" statutes that have been enacted in many jurisdictions.
- 11.2 Contractor shall agree to place the America's Job Center of California logo, in accordance with the State of California and County guidelines for such use, on all public materials such as statements, press releases, brochures, electronic resources, advertisements, reports, and other documents describing projects or programs funded in whole or in part with WIOA funds.
- 11.3 Contractor shall not use the America's Job Center of California logo in any manner that would imply that the State of California or County endorses a commercial product, service, or activity.
- 11.4 Contractor shall use only the full name assigned by County inclusive of the Comprehensive AJCC or AJCC, and include the trademark approved by DOL, State of California and the LACWDB to identify the site and all related materials; Contractor shall not use Contractor's legal name or "dba".
- 11.5 Contractor shall communicate and coordinate local outreach, branding, and promotional strategies and shall support County led and supported outreach initiatives.
- 11.6 County will provide Contractor with a Branding package, upon award of Contract and will provide further Branding instructions through directive.

## 12.0 INTENTIONALLY OMITTED

## 13.0 INTENTIONALLY OMITTED

## 14.0 GREEN INITIATIVES

- 14.1 Contractor shall use reasonable efforts to initiate “green” practices for environmental and energy conservation benefits.
- 14.2 Contractor shall notify County’s Project Manager of Contractor’s new green initiatives prior to the contract commencement.

## 15.0 PERFORMANCE REQUIREMENTS SUMMARY

- 15.1 All listings of services used in the Performance Requirements Summary (PRS) chart, *Appendix B-4, WIOA Rapid Response Program SOW Exhibits, Exhibit 1 - Performance Requirements Summary (PRS) Chart* are intended to be completely consistent with the Contract and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

### 15.1.1 PERFORMANCE MEASURES AND STANDARDS/GOALS

- 15.1.1.1 County has adopted the following measures to ensure efficiency for the Rapid Response Contractor. Performance Measures are defined by:
  - 15.1.1.1.1 The number of WARN and Non-WARN layoffs serviced;
  - 15.1.1.1.2 The total number of workers served; and
  - 15.1.1.1.3 The number of Employers served by layoff aversion strategies.
- 15.1.1.2 Contractor acknowledges that performance measures may change on a year-to-year basis at the direction of County.
- 15.1.1.3 Contractor must meet or exceed the measures for the WIOA RR Programs as specified below in Section *15.1.1.4 of this SOW*.
- 15.1.1.4 Contractor shall be held to the Performance Measures which are consistent with the federal WIOA Rapid Response regulations as delineated in *Appendix B-4, WIOA Rapid Response Program SOW Exhibits Exhibit 2, Performance Measures and Goals*. Failure to comply with the minimum requirements/performance measures will result in disciplinary action, which includes, but is not limited to, warnings, suspension and recommendation to reallocate funding as ordered by County.
- 15.1.1.5 Contractor must be able to measure performance and outcomes by obtaining, tracking, measuring and reporting the performance data of the core indicators. DOL, State, or County, in conjunction with the

LACWDB and/or the Los Angeles County Board of Supervisors, may establish additional performance measures that Contractor must be prepared to comply with once the additional measures are promulgated.

- 15.1.1.6 Contractor performance will be reviewed by County on a quarterly basis at a minimum.
  - 15.1.1.6.1 At 3/6/9 month review from award of Contract, if Contractor is not satisfactorily progressing, technical assistance will be provided and a Corrective Action Plan (CAP) requested.
  - 15.1.1.6.2 At 12 months from award of Contract, if annual performance goals are not met, Contractor will be placed on probation in accordance with *Section 4.0 of this SOW, Quality Assurance Plan*, and advised that performance standards/satisfactory progress must be made at the end of 18 months or Contract will not be renewed after the initial 24 month term.
  - 15.1.1.6.3 At 15 months from award of Contract, if Contractor is not satisfactorily progressing, technical assistance will continue and an additional CAP shall be required.
  - 15.1.1.6.4 At 18 months from award of Contract, if Contractor performance is not satisfactory County may formally notify the Contractor that the Contract may not be renewed at the end of initial 24 month term.
  - 15.1.1.6.5 Contractor acknowledges that any Contractor deficiencies that County determines are severe or continuing which may place the performance of this Contract and any addendums hereto in jeopardy if not corrected, may be reported to the County's databases that track/monitor performance history, as further defined *Contract, Sub-Paragraph 4.3*.
  - 15.1.1.6.6 Any such report as referenced in sub-paragraph 15.1.1.6.5 above will include improvement/corrective action measures taken by the County and the Contractor.
    - 15.1.1.6.6.1 Notwithstanding the performance requirements and corrective steps described herein, if improvement does not occur consistently with the corrective action measures, County may terminate this Contract with the Contractor, and/or any amendments in whole or in part, or take other action as specified in the Contract.
  - 15.1.1.6.7 Contractor acknowledges that satisfactory performance under this Contract during its initial 24 month term does not automatically guarantee any renewal or extended



performance and that any such decision to offer a renewal or extension lies solely with County.