



**COUNTY OF LOS ANGELES
WORKFORCE DEVELOPMENT, AGING AND COMMUNITY
SERVICES**

APPENDIX A

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
BUSINESS TECHNICAL ASSISTANCE PROGRAM
STATEMENT OF WORK**

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APPENDIX A : BUSINESS TECHNICAL ASSISTANCE STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 This Statement of Work (SOW) establishes the minimum required tasks Subrecipient shall provide in support of the Workforce Innovation and Opportunity Act (WIOA) Business Technical Assistance (BTA) Program (Program) for Service Area(s) as detailed in RFP Section 1.3 (Service Area(s)), administered by the County of Los Angeles, Workforce Development, Aging and Community Services (WDACS/County) to act on immediate and long-term opportunities to provide technical assistance to Distressed Businesses (as defined in Appendix B (SOW Exhibits), Exhibit 6 (Definitions) that may be in a state of financial, managerial, locational and/or operational stress which could result in layoffs. By conducting significant and wide-ranging outreach efforts to those Distressed Businesses, conducting assessments, providing direct services, facilitating linkages to appropriate local partners (collectively, Program Services or Services), the Subrecipient aims to strengthen the operation of the Distressed Business, as codified by Public Law 113-128 under the Workforce Innovation and Opportunity Act (WIOA) Program requirements.

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

2.1 MODIFICATIONS

2.1.1 Subrecipient is prohibited from modifying or terminating Services, forms, procedures, protocols, or revising hours of service delivery without the written consent of County. Subrecipient shall request permission at least thirty (30) days in advance and obtain written consent of County and shall comply with Appendix C (Sample Subaward), Sub-paragraph 9.9 (Modifications), as applicable, and with Sub-section 6.5 of this SOW (Subrecipient Sites/Facilities and Resources).

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

2.1.3 Services or work hours shall not be modified or terminated throughout the entire Subaward term. Should an emergency need arise County must be notified immediately as described in Appendix C (Sample Subaward), Sub-paragraph 9.23 (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

2.2.1 All changes must be made in accordance with Appendix C (Sample Subaward), Sub-paragraph 8.1 (Amendments).

3.0 QUALITY CONTROL

3.1 QUALITY CONTROL PLAN

3.1.1 Subrecipient shall establish and utilize a comprehensive Quality Control Plan (Plan) to assure County a high level of service will be provided consistently throughout the term of the Subaward. The Plan shall be submitted to the County Subaward Manager for review. Subrecipient shall follow the procedures set forth in Sub-section 4.0 (Quality Assurance Plan), below and the Plan shall include, but may not be limited to the following:

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

3.1.1.2 A record of all inspections conducted by Subrecipient, 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. Subrecipient shall maintain all records consistent with Appendix C, (Sample Subaward), Sub-paragraph 8.38 (Record Retention and Inspection/Audit Settlement), and shall make them available for audit, assessment, or inspection by authorized representatives of County, or designee.

4.0 QUALITY ASSURANCE PLAN

4.1 County shall evaluate Subrecipient's performance under this Subaward using the quality assurance procedures as defined in Appendix C (Sample Subaward), Sub-paragraph 8.15 (County's Quality Assurance Plan).

4.2 ESTABLISHMENT AND MAINTENANCE OF QUALITY ASSURANCE PLAN

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

4.2.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in this Statement of Work. Subrecipient 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 CCM of any identified performance requirement issues within twenty-four (24) hours of discovery.

- 4.2.1.2 Methods for ensuring uninterrupted service to County in the event of a strike by Subrecipient's employees or any other potential disruption in Service.
- 4.2.1.3 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 Subaward.
- 4.2.1.4 Subrecipient'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.
- 4.2.1.5 Subrecipient 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 Subrecipient QAP requirements are not met, the CCM may, in addition to all other remedies available under this Subaward, telephone Subrecipient to alert Subrecipient of a deficiency; send Subrecipient a User Complaint Report (UCR), or both. Subrecipient 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 Subrecipient shall not utilize any employee or Lower Tier Subrecipient whose work has been deemed deficient and unacceptable by the CCM.
- 4.3.3 Subrecipient 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 CCM within five (5) business days of the occurrence. In addition, for new hires, Subrecipient shall include a current resume as part of the notification to County.

4.4 MEETINGS AND TRAINING

- 4.4.1 Subrecipient is mandated to attend all scheduled meetings and trainings called by County, or as directed by County. Subrecipient shall be given at least three (3) days advance notice of all scheduled meetings with County. Subrecipient may also be required to attend emergency meetings without the above stated advance notice when necessary.
- 4.4.2 Subrecipient 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 Subrecipient's failure to attend either face-to-face or virtual meetings pursuant to Appendix B (SOW Exhibits), Exhibit 4 (Performance Requirement Summary (PRS) Chart)).

4.4.3 Subrecipient's 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 Subrecipient participation. Subrecipient may also choose to attend meetings inside or outside of Los Angeles County at Subrecipient's own expense that Subrecipient reasonably deems to be beneficial for the delivery of Services, as well as other meetings, trainings, or conferences not designated as mandatory by County.

4.5 SUBAWARD DISCREPANCY REPORT

4.5.1 Subrecipient's Project Manager shall provide verbal and written notification of a Subaward discrepancy to the County Compliance Manager as soon as possible, but no later than one (1) workday, whenever a Subaward discrepancy is identified. The problem shall be resolved within a period mutually agreed upon by County and Subrecipient.

4.5.2 The County Compliance Manager will determine whether a formal Subaward Discrepancy Report (Appendix B (SOW Exhibits), Exhibit 5 (Subaward Discrepancy Report)) shall be issued. Upon receipt of this document, Subrecipient is required to respond in writing to the Contract Compliance Manager or within five (5) workdays, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Subaward Discrepancy Report shall be submitted to the County Compliance Manager within five (5) workdays.

4.6 COUNTY OBSERVATIONS

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

5.0 DEFINITIONS

5.1 For a listing of Definitions for this Program, refer to Appendix B (SOW Exhibits), Exhibit 6 (Definitions).

6.0 RESPONSIBILITIES

6.1 The responsibilities of County and Subrecipient are as follows:

6.1.1 COUNTY ADMINISTRATIVE DUTIES

6.1.1.1 County will administer the Subaward according to Appendix A (Sample Subaward) Paragraph 6.0 (Administration of Subaward – County). Specific duties will include:

- 6.1.1.1.1 Monitoring Subrecipient's performance in the daily operation of this Subaward. Performance monitoring includes programmatic and fiscal review.
- 6.1.1.1.2 Providing direction to Subrecipient in areas relating to policy, information, performance, and procedural requirements.
- 6.1.1.1.3 Preparing Amendments in accordance with the Appendix C (Sample Subaward) Sub-paragraph 8.1 (Amendments).

6.1.2 **SUBRECIPIENT ADMINISTRATIVE DUTIES**

6.1.2.1 Project Manager

- 6.1.2.1.1 Subrecipient shall provide a full-time Project Manager or designated alternate. County must have access to the Project Manager during all hours, 365 days per year. Subrecipient shall provide a telephone number where the Project Manager may be reached on Monday through Friday, from 8:00 AM to 5:00 P.M. basis.
- 6.1.2.1.2 Project Manager shall act as a central point of contact with the County.
- 6.1.2.1.3 Project Manager shall have three (3) years of experience within the last five (5) years.
- 6.1.2.1.4 Project Manager/alternate shall have full authority to act for Subrecipient on all matters relating to the daily operation of the Subaward. Project Manager/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.2 **PERSONNEL**

- 6.2.1 Subrecipient shall assign enough employees to perform the required work. At least one employee on site shall be authorized to act for Subrecipient in every detail and must speak and understand English.
- 6.2.2 Subrecipient shall have a Project Manager on staff, with a minimum of three (3) years' experience within the last five (5) years providing business services, or services like those described in this Statement of Work.
- 6.2.2 Subrecipient shall be required to background check their employees as set forth in Appendix C (Sample Subaward), Sub-paragraph 7.5 (Background and Security Investigations).

6.2.3 SUBRECIPIENT'S STAFF TRAINING

- 6.2.3.1 Subrecipient shall provide training for all new staff and continued in-service training for all staff. Subrecipient 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.
- 6.2.3.2 Subrecipient shall develop and implement a written internal staff training and succession plan policy, including the provision of an orientation to all new staff (which shall include employees and volunteers). Subrecipient shall also define the policy and protocols of information sharing when only a designee attends on behalf of Subrecipient. Subrecipient 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.
- 6.2.3.3 Subrecipient's Project Manager(s) shall ensure that all appropriate Subrecipient's employees and volunteers attend all training sessions as required by County, held at a County facility or another site, as determined by County for Subrecipient's benefit. Further, Subrecipient shall ensure that, at a minimum, a Subrecipient's designated, paid employee represents Subrecipient at each training session, unless otherwise directed by County. Subrecipient may also choose to attend additional educational training opportunities inside or outside of Los Angeles County at Subrecipient's own expense that the Subrecipient reasonably deems to be beneficial for the delivery of Services, as well as other trainings designated by County.
- 6.2.3.4 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.
- 6.2.3.5 Subrecipient shall attend all mandated trainings called by County, or authorized designee. Subrecipient shall be given three (3) to five (5) days advance notice of all scheduled trainings with County. Subrecipient 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 Subaward, and may result in further action pursuant to Appendix C (Sample Subaward), Sub-paragraph 9.13 (Probation and Suspension), and any other applicable remedies.

6.3 IDENTIFICATION

6.3.1 Subrecipient shall ensure their employees and any volunteers are appropriately identified as set forth in Appendix C (Sample Subaward) Sub-paragraph 7.4 (Subrecipient's Staff Identification).

6.4 MATERIALS AND EQUIPMENT

6.4.1 The purchase of all materials/equipment to provide needed Services is the sole responsibility of Subrecipient. Subrecipient shall use materials and equipment that are safe for the environment and safe for use by employees and volunteers. Subrecipient may use WIOA/Program funds to purchase materials and equipment. Any materials and equipment purchased with WIOA/Program funds shall remain the property of County.

6.4.1.1 Subrecipient must obtain approval from County prior to charging WIOA funds for the following:

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

6.4.1.1.2 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.

6.4.2 Subrecipient shall adhere to and shall maintain a clear inventory record of all equipment, as directed by County through County Directive.

6.5 SUBRECIPIENT SITES/FACILITIES AND RESOURCES

6.5.1 Subrecipient shall maintain a physical office in Los Angeles County with a telephone in Subrecipient's name where Subrecipient conducts business. The office shall be open for a minimum eight (8) hours per day during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, and shall be staffed by at least one (1) employee who can respond to inquiries and complaints which may be received about Subrecipient's performance of Subaward. When the office is closed during non-business hours, an answering service shall be provided to receive calls. Subrecipient shall answer calls received by the answering service within twenty-four (24) hours of receipt of the call. Subrecipient shall always have a staff member with the authority to act on behalf of Subrecipient available during business hours.

6.5.2 Subrecipient shall publicly display at all Subrecipient office location/sites the days and hours of operation for the provision of contracted Services. Subrecipient shall ensure that availability for Services is appropriate for the demographics associated with the Service area (site or office location).

6.5.3 Subrecipient shall ensure that all site locations/buildings and surrounding areas are maintained in a manner consistent with applicable local, State, and Federal occupational safety and sanitation laws and regulations. The premises shall be free of any accumulation of garbage, rubbish, stagnant water, and filthy or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition. The physical locations shall be acceptable and accessible to the public. Subrecipient shall comply with the Americans with Disabilities Act of 1990, as amended.

6.6 MULTILINGUAL AND MULTICULTURAL CAPABILITIES OF SUBRECIPIENT STAFF

6.6.1 Subrecipient must provide Services in English, but in areas where a significant number of Participants do not speak English as their primary language, Subrecipient 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, Hindi and Vietnamese or American Sign Language, should one or more of these languages be a predominant language used in the community served by Subrecipient.

6.6.2 Subrecipient must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Subrecipient must seek to hire qualified staff that is multilingual and/or multicultural to better reflect the communities served.

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

6.6.4 Subrecipient shall not require any Participant to provide his/her own interpreter.

6.6.5 Subrecipient 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 Subrecipient shall submit for review and approval a work schedule for each facility to County's Program Manager within fourteen (14) days prior to starting work. Said work schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies.

8.2 Subrecipient shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to County's

Program Manager for review and approval within fourteen (14) business days prior to scheduled time for work.

- 8.3 County may request, at its sole discretion, a deviation of regular work schedule to address site/task demands.

9.0 INTENTIONALLY OMITTED

10.0 SPECIFIC WORK REQUIREMENTS

- 10.1 Subrecipient shall provide Services, as specified in this SOW. Any exceptions need prior written approval by County.

- 10.2 Subrecipient shall ensure all Distressed Businesses outreach to are entered into the CalJOBS Customer Relationship Management System (CRM) system (as defined in Appendix B (SOW Exhibits), Exhibit 6 (Definitions)) to ensure all Distressed Businesses outreach to are documented and accessible to the County.

- 10.2.1 In the event that Subrecipient has their own Customer Relationship Management System that is not CalJOBS, Subrecipient shall ensure all Distressed Businesses provided outreach to are documented in both the CalJOBS CRM (CRM) and the system operated by Subrecipient.

- 10.2.2 For purposes of this SOW, CRM shall mean the “CalJOBS CRM.”

10.3 Program Eligibility Criteria

- 10.3.1 Subrecipient shall provide Services to Distressed Businesses defined as having a combination of stressors indicating a business is likely to lay-off employee(s), relocate outside the service areas, have difficulty paying bills, or lack the financial or administrative resources to maintain stable operation.

- 10.3.1.1 County will provide lists of Distressed Businesses, analyzed from Dun and Bradstreet data, however, County will also accept Distressed Businesses that self-identify they are experiencing financial, managerial, locational and/or operational stress that could result in a minimum of one layoff within the company. Sub shall also accept distressed business that self-identify.

10.4 REQUIRED SERVICES

- 10.4.1 Partnerships – Subrecipient shall facilitate opportunities for Distressed Businesses receiving BTA Services to enter into partnerships with organizations that address the needs of Distressed Businesses including, but not limited to, partnerships with: AJCCs, governmental agencies, other Workforce Development Boards (WDBs) and localities, Community Based Organizations (CBOs),

Economic Development Corporations (EDCs), Chambers and Small Business Development Centers (SBDCs).

10.4.1.1 A Partner is any organization that Subrecipient works with to provide technical assistance to Distressed Businesses, as detailed above in Section 10.4.1.

10.4.2 Outreach – Subrecipient shall conduct Outreach to Distressed Businesses in Subrecipient’s Service Area as detailed below:

10.4.2.1 Subrecipient shall co-develop Outreach lists with WDACS Business Services Manager and Subrecipient.

10.4.2.1.1 Subrecipient shall implement a “no wrong door” policy with Distressed Businesses. Specifically, all Distressed Businesses seeking assistance will get a response within two business days (in person, telephone call, email or by mail) and receive Services or a referral as appropriate and log the interaction in the CRM.

10.4.2.1.2 Subrecipient shall conduct Outreach at a minimum via phone, email and in-person, and may conduct other Outreach activities that accomplish the tasks herein.

10.4.2.1.3 All Outreach activities shall be recorded, at a minimum in the CRM.

10.4.2.1.4 County shall provide additional guidance in the form of a Directive upon execution of the Subaward.

10.4.2.2 Subrecipient shall develop outreach materials as approved by County and all outreach materials shall feature consistent branding as part of Los Angeles County Workforce Development System:

10.4.2.2.1 “Proud partner of the County of Los Angeles; Los Angeles County Workforce Development Board; Workforce Development, Aging, and Community Services; and Los Angeles County America’s Job Centers of California”

10.4.2.2.1.1 Seals and/or logos are to be included as provided by County.

10.4.3 Prevention – Subrecipient shall provide the following Prevention Services to each Distressed Business contacted and entered into the CRM as listed below:

10.4.3.1 Assessments – Conduct and complete confidential, one-on-one Assessment (as contained in the CRM) of Distressed Businesses, which may result in an Action Plan, as described in 10.4.3.2.

10.4.3.1.1 Subrecipient shall conduct, complete and record in the CRM. See Performance Requirement Summary Chart (see Appendix B (SOW Exhibits), Exhibit 4 (PRS Chart).

10.4.3.1.2 County shall provide guidance on Assessments in the form of a Directive upon execution of the Subaward.

10.4.3.1.3 Entire Assessment contained in the CRM must be completed by the 10th of the current month to count toward performance.

10.4.3.2 Action Plans – If Distressed Business remains interested after the Assessment, Subrecipient shall then develop an Action Plan (AP) based on Assessments and include, but not be limited to, the elements defined herein, and partnerships, as described in Sub-section 10.4.1, to overcome the stressors that may lead to lay-offs, the Distressed Business leaving the WDA, or prevent business growth. Subrecipient shall upload the Action Plan, signed, and dated by the Distressed Business owner or other executive level point of contact at the Distressed Business, into the CRM within one (1) business day of completion of the AP.

10.4.3.2.1 Subrecipient shall develop Action Plans for Distressed Businesses in the Subrecipient's Service Area or as directed by County. See Performance Requirement Summary Chart (see Appendix B (SOW Exhibits), Exhibit 4 (PRS Chart).

10.4.3.2.3 Subrecipient shall only receive credit for providing a Distressed Business with an AP once (1) per Program Year (PY) (i.e. providing a Distressed Business with an AP may not count toward Subrecipient's performance more than once in a PY).

10.4.3.2.4 Subrecipient shall provide, but shall not limit itself to, the following AP Services, or as directed by County:

10.4.3.2.4.1 Warm handoff to Industry and Trade Organizations that specialize in, but not limited to mentorship; professional development; and best practices.

- 10.4.3.2.4.2 Assistance with permitting – Includes, but is not limited to, helping Distressed Business owners identify the permits needed to start a new business or expand an existing one. To help streamline the permitting process Subrecipient or Subrecipient's Partner organization may schedule pre-application meetings between Distressed Businesses and the appropriate regulatory agencies, and act as a third-party facilitator between businesses and local, state, and/or federal regulatory agencies to resolve permitting issues.
- 10.4.3.2.4.3 Tax Incentive Analysis defined as exploring and identifying potential federal, State and local tax incentives to assist businesses.
- 10.4.3.2.4.4 Project Management Assistance – Provide independent checks and evaluations of a Distressed Businesses' management, processes, and staff to provide additional tools for the owner's use to ensure that cost, schedule, and quality objectives are being met for projects.
- 10.4.3.2.4.5 Assistance with site relocation to retain the Distressed Business within Los Angeles County.
- 10.4.3.2.4.6 Cost Containment Analysis and Best Practices – Subrecipient shall offer, Distressed Businesses analysis to determine if they are overspending, to find ways to reduce costs or to increase profits. This may include, but is not limited to, return on investments in such areas as marketing, hiring employees versus contractors and vice versa, buying on credit, negotiating better credit terms, or owning your building instead of renting.
- 10.4.3.2.4.7 Explore access to capital and/or refer to Subrecipients' partners which can potentially provide access to capital.

10.4.3.2.4.8 Referrals to other WIOA Programs, County partners, and Subrecipient Partners such as: Other County Departments, Workforce Development Boards (WDBs) and localities, Community Based Organizations (CBOs), Economic Development Corporations (EDCs), Chambers and Small Business Development Centers (APDCs).

10.4.3.2.4.8.1 Subrecipient shall provide referrals to the SELACO ETP, as defined in Appendix B (SOW Exhibits), Exhibit 6 (Definitions) and in accordance with Appendix B (SOW Exhibits), Exhibit 4 (PRS Chart).

10.4.3.2.4.8.2 If Subrecipient encounters a qualifying Distressed Business that could benefit from ETP, Subrecipient shall extend first right of refusal to refer the Distressed Business to SELACO WDB for the provision of services, or as directed by the County.

10.4.3.2.4.8.3 County will provide further guidance on the qualification and the referral process via directive.

10.4.3.2.4.8.4 Distressed Businesses referred to SELACO for ETP must be categorized in one of the following industries: Manufacturing / Food Production Construction Information Technology Goods Movement /

10.4.3.3 Action Plan Services - Subrecipient shall provide appropriate AP services to the Subrecipient's Service Area in accordance with Appendix B (SOW Exhibits), Exhibit 4 (PRS Chart) and as detailed in Subsection 10.4.3.2.4 above. Subrecipient shall detail what AP services are provided in the Distressed Business' AP.

10.4.3.3.1 Subrecipient must obtain written, date stamped, confirmation from the Distressed Business that the AP Service(s) was received. Subrecipient shall upload the documentation into the CRM by the 10th of the month following services.

10.4.3.3.1.1 Subrecipient shall refer to Appendix C (Sample Subaward), Sub-Paragraph 8.38 (Record Retention and Inspection/Audit Settlement) for details on retaining records.

10.4.3.3.2 When Subrecipient refers a Distressed Business to a partner to provide Service(s), Subrecipient must obtain date stamped, written confirmation from the Distressed Business receiving the Service(s), as well as, the partner organization, that AP Services were provided. Subrecipient shall upload the documentation into the CRM by the 10th of the month following the service.

10.4.3.3 Layoff Aversion/Mitigation – Averted/Mitigated layoffs (as defined in Appendix B (SOW Exhibits), Exhibit 6 (Definitions)) at a Distressed Business because of Services rendered by Subrecipient must be confirmed in date stamped writing by the Distressed Business owner or other executive level point of contact at the Distressed Business and be recorded and sent to County with the completed 122 Form, as found in Appendix B (SOW Exhibits), Exhibit 3 (122 Form) by email or mail.

10.4.3.4.1 Subrecipient shall Avert/Mitigate Layoffs in the Subrecipient's Service Area by the end of each PY in accordance with Appendix B (SOW Exhibits), Exhibit 4 (PRS Chart).

10.4.3.4.2 County may increase or decrease the number of Averted/Mitigated Layoffs at the sole discretion of the County. Subrecipient may request an increase or decrease of the number of Averted/Mitigated Layoffs and all requests shall be in writing and submitted to County's Program Manager. The request shall include a justification for the

request to increase or decrease the number of Averted Layoffs.

10.4.3.4.2.1 The County has sole discretion to approve or reject Subrecipient's request. County may negotiate with Subrecipient to increase or decrease the number of Averted/Mitigated Layoffs until the end of the third quarter of the PY. In most cases, there will be no adjustments in the final quarter of the PY unless County determines making such change is in the best interest of County. If the number of Averted/Mitigated Layoffs is increased or decreased, County shall provide Subrecipient written confirmation of the final number of Averted/Mitigated Layoffs by way of a subaward amendment.

10.4.3.5 Countywide BTA Promotion and Referrals

10.4.3.5.1 Subrecipient shall create and/or maintain a public-facing "intake form" (survey) whereby interested businesses can proactively solicit assistance from subrecipient for BTA services. Intake form data shall be documented in the CRM.

10.4.3.5.2 To enable referrals, Subrecipient shall ensure staff are well versed in services offered by their partners, including but not limited to: AJCCs, governmental agencies, other Workforce Development Boards (WDB) and localities, Community Based Organizations (CBO), Economic Development Corporations (EDC), Chambers and Small Business Development Centers (APDC).

10.4.3.5.3 Subrecipient shall refer Distressed Businesses to other local WDBs (i.e. City of Los Angeles WDB, Verdugo WDB, Foothill WDB, SELACO WDB, Pacific Gateway WDB, and South Bay WDB), if they are not within the Los Angeles County WDA.

10.4.3.5.4 Subrecipient shall document in the CRM interactions with and connect Distressed Businesses that qualify (both WARN and non-WARN) under the California Worker Adjustment and Retraining Notification (WARN) Act (See: Labor Code Section 1400-1408) to and work closely with

WDACS' Rapid Response Team and their Regional Business Services Manager.

10.4.3.5.5 Subrecipient shall document within the CRM all non-WARN Distressed Businesses that Subrecipient has provided Services to and refer the Distressed Businesses to WDACS Rapid Response.

10.4.3.6 AJCC Referrals – Subrecipient shall refer Distressed Businesses who self-identify that they are no longer in need of BTA Services and who expresses that they are interested in other workforce services (such as hiring needs) to Subrecipient's assigned AJCC(s) in the Subrecipient's Service Area, or as directed by County (businesses that self-identify as no longer needing BTA Services shall be made in writing). Referrals will be made to AJCCs in the CRM (duplicative referrals via email or other communications platform may also be utilized). Written confirmation shall be sent to County by email at the same time as the 122 Form. See Performance Requirement Summary Chart (see Appendix B (SOW Exhibits), Exhibit 4 (PRS Chart)).

10.4.3.6.1 Subrecipient shall conduct monthly follow-ups with Distressed Businesses until stressors are resolved, the Distressed Business no longer wishes to be contacted, or the Subaward terminates. All follow-ups shall be documented in the CRM.

10.4.3.6.2 Subrecipient shall participate in monthly conference calls with their assigned Regional Business Services Manager (WDACS staff).

10.4.4 Subrecipient shall ensure priority of service is provided to Distressed Businesses which are in the most current WDB chosen clusters of the North American Industry Classification System (NAICS) or as provided by WDACS.

10.4.5 Executive Summary

10.4.5.1 Subrecipient shall submit a narrative (via email by the 10th of the following month of service) on the Subrecipient's letterhead and signed by the Subrecipient's Project Manager. The Executive Summary shall include an overview of the BTA Services provided during the month of performance and at a minimum shall include the following:

10.4.5.1.1 A chart of all performance outcomes achieved for the month, as it relates to required performance stated in Sub-section 10.4 (Required Services).

10.4.5.1.2 A narrative description, no more than three (3) paragraphs, describing emerging trends, industry related observations, or any other information Subrecipient gathers and/or observes during the month that may be important indicators of the business climate in Subrecipient's Service Area.

10.4.5.1.3 One (1) success story, no more than two (2) paragraphs, of a Distressed Business that Subrecipient assisted during the month.

11.0 GREEN INITIATIVES

11.1 Subrecipient shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

11.1.1 Subrecipient shall purchase products that minimize environmental impacts, toxins, pollution, and hazards to worker and community safety to the greatest extent practicable.

11.1.2 Subrecipient shall purchase, to the extent possible, products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.

11.1.3 Subrecipient shall support strong recycling markets, reduce materials that are put into landfills, and increase the use and availability of environmentally preferable products that protect the environment.

11.1.4 To the extent practicable, Subrecipient shall not use cleaning or disinfecting products (i.e. for janitorial services) that contain carcinogens, mutagens, or teratogens. These include chemicals listed by the U.S. Environmental Protection Agency or the National Institute for Occupational Safety and Health on the Topics Release Inventory and those listed under Proposition 65 by the California Office of Environmental Health Hazard Assessment.

11.2 Subrecipient shall notify County's Program Manager in writing of Subrecipient's new green initiatives prior to the commencement of Appendix C (Sample Subaward).

12.0 PERFORMANCE REQUIREMENTS SUMMARY

12.1 All listings of Services used in the PRS Chart (Appendix B (SOW Exhibits), Exhibit 4 (PRS Chart)) are intended to be completely consistent with Appendix C (Sample Subaward) and this SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Subrecipient beyond that defined in the Appendix C (Sample Subaward) and this SOW.

In any case of apparent inconsistency between Services as stated in Appendix C (Sample Subaward), this SOW and Appendix B (SOW Exhibits), Exhibit 4 (PRS Chart), the meaning apparent in Appendix C (Sample Subaward) and this SOW will prevail.

- 12.2 If after a request to review by Subrecipient is made, and County determines any Service seems to be created in the PRS which is not clearly and forthrightly set forth in Appendix C (Sample Subaward) and this SOW, that apparent Service will be null and void and place no requirement on Subrecipient.
- 12.3 Subrecipient shall provide the minimum required performance per the SOW deliverables as detailed in Exhibit 4 (PRS Chart) of Appendix B (SOW Exhibits). County will review Subrecipient's performance based on requirements stated in Exhibit 4 (PRS Chart).
- 12.4 Subrecipient performance will be reviewed by County on a quarterly basis at a minimum:
 - 12.4.1 At 3/6/9-month review of each PY of the Subaward, if Subrecipient is not satisfactorily progressing, technical assistance will be provided, and a Corrective Action Plan (CAP) requested.
 - 12.4.2 Subrecipient acknowledges that any Subrecipient deficiencies that County determines are severe or continuing which may place the performance of this Subaward and any amendments hereto in jeopardy if not corrected, may be reported to the County's databases that track/monitor performance history, as further defined in Appendix C (Sample Subaward), Sub-paragraph 4.3.
 - 12.4.2.1 Any such report as referenced above shall include improvement/corrective action measures taken by County and Subrecipient.
 - 12.4.2.1.1 Notwithstanding the performance requirements and corrective steps specified above, if improvement does not occur consistently with the corrective action measures, County may terminate this Subaward with Subrecipient, and/or any amendments in whole or in part, or take other action as specified in the Subaward.
 - 12.4.2.2 Subrecipient acknowledges that satisfactory performance under this Subaward does not automatically guarantee any renewal or extended performance and that any such decision to offer a renewal or extension lies solely with County.