



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

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

**APPENDIX A-1**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)  
TITLE I ADULT AND DISLOCATED WORKER PROGRAM  
STATEMENT OF WORK**

NOTE: This Request for Proposals, and the attached model contract, 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 "agreement," "Subrecipient", "Lower-tier Subrecipient", etc., required under the United States Office of Management and Budget's Uniform Grant Guidance, codified at 2 CFR 200 et seq.

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# LOS ANGELES COUNTY AMERICA'S JOB CENTERS OF CALIFORNIA APPENDIX A-1: WIOA TITLE I ADULT & DISLOCATED WORKER STATEMENT OF WORK

## 1.0 SCOPE OF WORK

### 1.1 Introduction

- 1.1.1 This Request for Proposals, and the attached model contract, 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 "agreement," "Subrecipient", "Lower-tier Subrecipient", etc., required under the United States Office of Management and Budget's Uniform Grant Guidance, codified at 2 CFR 200 et seq.
- 1.1.2 This Statement of Work (SOW) establishes the minimum required tasks Contractor shall provide in support of the WIOA Title I Adult and Dislocated Worker (ADW) America's Job Centers of California Program (Program), administered by the County of Los Angeles, Community and Senior Services (County) to eligible adults over the age of 18, who reside in Los Angeles County, otherwise referred to herein as "Participant(s)" and employers conducting business in Los Angeles County (Employer Participants or Employers), as codified by Public Law 113-128 under the Workforce Innovation and Opportunity Act Program requirements. County has adopted an economic development model for regional planning that is comprised of eight (8) workforce regions that encompass all of Los Angeles County, as shown in *Appendix B-1, Statement of Work Exhibits, Exhibit 5*. In order to effectively reach communities across our Local Workforce Development Area, these regions are further divided into ten (10) workforce sub-regions, as shown in *Appendix B-1, Statement of Work Exhibits, Exhibit 6*, under which Contractor will be responsible for coordination of partners and services for all the Cities and Unincorporated areas attributed to the specific workforce sub-region, as listed in *Appendix B-1, Statement of Work Exhibits, Exhibit 7*, through a Comprehensive AJCC or AJCC. Contractor shall provide Services ("Services"), as specified herein, at a Comprehensive Los Angeles County America's Job Center of California (AJCC) site, including Affiliate site, or at an AJCC. Contractor shall provide Services only to Participants residing in Los Angeles County. Any exceptions need prior written approval by County. Contractor shall ensure all Participants register through the State Labor Exchange System (currently CalJOBS), or successor system, to properly determine and record program eligibility and tracking of subsequent services provided to Participants. Contractor shall provide Services based on guidelines and standards established by the Los Angeles County Workforce Development Board (LACWDB) and County Program Memoranda, Bulletins and Directives.

The following are the descriptions of the types of centers operating under this SOW:

1.1.2.1 Comprehensive AJCC: Comprehensive AJCC is a physical location where job seekers and employers have access to the WIOA Title I Adult, Dislocated Worker and Youth programs and are provided the Services and activities of these programs, as described in this WIOA Title I Adult and Dislocated Worker Statement of Work and in Appendix B, Youth@Work Statement of Work. A Comprehensive AJCC must be co-located with EDD Wagner Peyser Services. In addition, the Comprehensive AJCC shall also provide access to the other programs, Services and activities of all the required Comprehensive AJCC partners and any additional Comprehensive AJCC partner programs. Each Comprehensive AJCC will operate a minimum of one Affiliate Site, and/or a Jail Based Affiliate. The Comprehensive AJCC must be located close to or inside customer feeder systems such as, but not limited to community colleges or adult schools. Each Comprehensive AJCC will be responsible for providing access and delivering Services to the Residents of and Businesses in all the Cities and Unincorporated Areas in the designated workforce sub-region as listed in *Appendix B-1, Statement of Work Exhibits, Exhibit 7*. Comprehensive AJCCs must have a very detailed documented outreach and service plan using service access points to ensure Services are all encompassing to targeted service area. Comprehensive AJCCs are to deliver Services through the Integrated Services Delivery Model (ISD), as further described in Section 10.7 below.

1.1.2.1.1 Affiliate Site: An Affiliate Site (“Affiliate”) is associated with or part of a Comprehensive AJCC or AJCC (described above in 1.1.2.1 and below in 1.1.2.2), operating as an extension of a Comprehensive AJCC’s or AJCC’s reach in the community. An Affiliate does not have separate performance goals or funding; instead, performance goals and funding are issued together with its affiliated Comprehensive AJCC or AJCC. An Affiliate must make available all WIOA Title I Services, but does not need to provide access to every required one-stop partner program. Affiliates are not responsible for separate Memoranda Of Understanding (MOU)s or Resource Sharing Agreements (RSA)s. Affiliates need to be included in the MOUs and RSAs of its Comprehensive AJCC or AJCC.

1.1.2.1.1.1 Comprehensive AJCC Contractors, and AJCC Contractors (if applicable) shall

adhere to requirements in WIOA Title I, Section 121(e)(2)(B)(i) and 121(e)(2)(B)(ii) and to County Directives in regard to the operations of their Affiliate sites.

1.1.2.2 AJCC: An AJCC is subject to all the requirements of a Comprehensive AJCC but on a smaller scale. Funding level is less than that of a Comprehensive AJCC, performance goals are also less, based on established system cost per enrollment. These sites will be used to develop and pilot initiatives and programs. AJCCs may operate an Affiliate site, but are not required to do so. AJCCs will be responsible for providing access and delivering Services to the residents of and businesses in all the Cities and Unincorporated Areas in the designated workforce sub-region they will operate in, as listed in *Appendix B-1, SOW Exhibits, Exhibit 7*. AJCCs shall deliver Services through the Integrated Services Delivery Model, as further described in *Section 10.7 of this RFP*.

1.1.2.3 Jail Based Affiliate: A Jail Based Affiliate is associated with, or part of, a Comprehensive AJCC or AJCC. A Jail Based Affiliate has separate performance goals, but funding may or may not be separate from its Comprehensive AJCC or AJCC. Jail Based Affiliate will provide on-site workforce Services to soon-to-be-released LA County Jail inmates to prepare them for successful re-entry and sustained employment in their home communities. Jail Based Affiliates are not responsible for separate MOUs or RSAs. Jail Based Affiliates shall be included in the MOUs and RSAs of its Comprehensive AJCC or AJCC. Jail Based Affiliate work requirements are described below in Section 10.6.

## **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 *Appendix C (Sample Contract) Subparagraph 9.9 (Modifications)*, as applicable, and with *Section 6.8 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, 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 *Appendix C (Sample Contract) Subparagraph 8.1 (Amendments)*.

## **3.0 QUALITY CONTROL**

### **3.1 Quality Control Plan**

Contractor 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 Contract. The Plan shall be submitted to the County Contract Project Monitor for review. Contractor shall follow the procedures set forth in section 4.0, Quality Assurance Plan, below and the Plan shall include, but may not be limited to the following:

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

3.1.2 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. Contractor shall maintain all records consistent with *Appendix C (Sample Contract) 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.

### **3.2 Customer Satisfaction Surveys**

3.2.1 County will provide Contractor with Customer Satisfaction Surveys for Participants 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 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**

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**

County shall evaluate Contractor's performance under this Contract using the quality assurance procedures as defined in *Appendix C (Sample Contract) Subparagraph 8.15 (County's Quality Assurance Plan)*.

### **4.1 Establishment and Maintenance of Quality Assurance Plan**

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:

- 4.1.1 Methods used to ensure that the quality of service performed fully meets the performance requirements set forth in this Exhibit A, 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.
- 4.1.2 Methods for ensuring uninterrupted service to County in the event of a strike by Contractor employees or any other potential disruption in Service.
- 4.1.3 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 Contract.
- 4.1.4 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.
- 4.1.5 Contractor shall include qualifications of monitoring staff, samples of monitoring forms and identification of related accountability reporting documents in the QAP.

### **4.2 Performance Requirements of QAP**

If Contractor performance 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.

- 4.2.1 Contractor shall not utilize any employee or sub-contractor whose work has been deemed deficient and unacceptable by the CMM.
- 4.2.2 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.

### **4.3 Meetings**

Contractor is mandated to attend all scheduled meetings 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.

4.3.1 Contractor shall complete a sign-in sheet for face-to-face meetings. A roll call will be taken for meetings attended via WebEx. Penalties will apply for Contractor's failure to attend either face-to-face or WebEx meetings pursuant to *Appendix B-1, Statement of Work Exhibits, Exhibit 2*.

4.3.2 Contractor staff is also required to regularly attend meetings that offer ways to expand knowledge of and increase efficiency in the Services provided. These meetings 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 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 not designated as mandatory by County.

#### **4.4 Contract Discrepancy Report (Exhibit 1 of Appendix B-1)**

Contractor's Contract Manager (defined in 6.2 below) shall provide verbal and written notification of a Contract discrepancy to the County Contract Project Monitor as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by County and Contractor.

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.

#### **4.5 County Observations**

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**

For a listing of Definitions for this Program, refer to Contract Exhibit P ([Definitions](#)).

### **6.0 RESPONSIBILITIES**

The responsibilities of the County and the Contractor are as follows:

#### **COUNTY**

##### **6.1 County Administrative Duties**

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

- 6.1.1 Monitoring Contractor's performance in the daily operation of this Contract. Performance monitoring includes programmatic and fiscal review.
- 6.1.2 Providing direction to Contractor in areas relating to policy, information, performance and procedural requirements.
- 6.1.3 Preparing Amendments in accordance with the *Appendix C (Sample Contract Subparagraph 8.1 (Amendments))*.

## **CONTRACTOR**

### **6.2 Contract Manager**

- 6.2.1 Comprehensive AJCC and AJCC Contractors shall provide, at a minimum, one (1) full-time Contract Manager (Contract Manager), funded by, and dedicated to, the ADW and Youth@Work programs (including the Rapid Response and Title V Senior Community Service Employment Program (SCSEP), if applicable).
- 6.2.2 Responsibilities:
  - 6.2.2.1 Contract Manager(s) shall plan, organize, and direct all administrative and operational activities related to the Program and ensure all Services are delivered under this Contract and within the established time frames, protocols, and procedures as specified by County.
  - 6.2.2.2 Contract Manager(s) or designee shall have full authority to act on behalf of Contractor on all contract matters relating to the daily operations of this Contract.
  - 6.2.2.3 Contract Manager(s) or designee shall be available to County during all hours of operation.
  - 6.2.2.4 Contract Manager(s) shall serve as the coordinator/liaison for all Services under this Contract, ensuring that any overall communications relevant to the provision of Services to Participants' are conveyed to appropriate personnel and as described in this Contract.
  - 6.2.2.5 Contract Manager(s) shall ensure all staff completes a background check as referenced in *Appendix C, Sample Contract) Section 7.5 (Background and Security Investigations)*. Contract Manager(s) shall ensure that only staff that passes the background check will perform work under this Program, prior to the rendering of any Services described in this Contract. Contractor shall keep on file proper receipts/documents substantiating the background checks.
  - 6.2.2.6 Contract Manager(s) shall ensure that live telephone contact with Contractor staff is available to Participants, referral sources, Partners and County during Contractor hours of operation.

6.2.2.6 Contract Manager(s) shall ensure that each of the Contractor site(s) have a telephone answering machine or voice mail system in place during non-business hours.

6.2.2.6.1 All inquiries will be at least acknowledged within one (1) business day even if a resolution is not yet determined.

6.2.3 Minimum Education, Experience, and Qualifications:

6.2.3.1 Must have at minimum three (3) years of administrative experience managing workforce development for an entity that has received social or community service government contracts with a minimum individual contract value of \$1 million, and directly managing and supervising staff. Contract Manager will serve as the operations lead at the Comprehensive AJCC, Affiliate site and/or AJCC in the development, implementation and oversight of WIOA Services, or equivalent, and the Integrated Services Delivery Model, as further defined in section 10.7 below; and

6.2.3.2 Ability to speak, read, write, and understand English fluently.

6.2.3.3 Ability and experience to provide guidance and make decisions requiring judgement to assist with program situations and expertise in workforce operations.

**6.3 Comprehensive AJCC and AJCC Accounting Staff**

6.3.1 Comprehensive AJCC and AJCC Contractor staff shall include at a minimum one (1) full-time staff person, fifty percent (50%) funded by the ADW program (including the Rapid Response and SCESP programs, if applicable) and fifty (50%) funded by the Youth program, who has knowledge of accounting principles, as further described herein.

6.3.1.1 Responsibilities: The accounting staff person will be responsible for all fiscal tasks related to the Programs operated by the Comprehensive AJCC or AJCC, under the authority of the Contractor's Contract Manager.

6.3.2 Minimum Education, Experience and Qualifications:

6.3.2.1 Ability to speak/read/write/understand English fluently;

6.3.2.2 Bachelor's degree from an accredited university in Accounting or Business Finance;

6.3.2.3 Two or more years of accounting experience at a level performing the fiscal functions related to Federal grants management;

6.3.2.4 Ability and experience in reporting accruals;

6.3.2.5 Ability and experience in the development of cost allocation plans; and

6.3.2.6 Ability and experience interpreting and executing the accounting, fiscal, and policy requirements and directives required to properly execute Services, including, but not limited to: Office of Management and Budget (OMB) regulations, Generally Accepted Accounting Principles (GAAP), applicable Code of Federal Regulations (CFR) sections, and Generally Accepted Government Auditing Standards (GAGAS).

## 6.4 Comprehensive AJCC and AJCC Other Personnel

6.4.1 Contractor shall assign, at a minimum, the number of staff indicated 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 Participants, Partner agencies, and County. Contractor shall always have a staff member with the authority to act on behalf of Contractor in every detail, 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 in Section 6.4.3 below, as well as any other applicable staffing requirements of County 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 Memoranda. Contractor acknowledges required staffing levels may increase should levels in funding increase, as directed by County.

6.4.2 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).

6.4.3 Comprehensive AJCC ADW Staff Requirements: Comprehensive AJCC Contractors shall have the following ADW 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. Comprehensive AJCCs may staff the Affiliate sites using a mix of staffing out of any of the categories below, at levels appropriate for the Affiliate based on the type and number of Services offered at the Affiliate.

6.4.3.1 A minimum of two (2) Program Supervisors: will perform general supervision of program staff, assisting the Comprehensive AJCC or AJCC Contract Manager in executing the day-to-day administrative and programmatic tasks of the program(s). At a minimum, one (1) Program Supervisor shall be dedicated to the ADW program (including the Rapid Response and Title V – SCSEP programs) and one (1) Program Supervisor dedicated to the Youth@Work program.

6.4.3.1.1 Program Supervisors shall direct the work of the personnel listed in sections 6.4.3.2 through 6.4.4 below.

- 6.4.3.2 Three (3) full-time, fully dedicated, Intake Specialists (ISD Welcome/Talent Engagement Team): will perform intake, eligibility and initial assessments, provide labor market information, provide Comprehensive AJCC partner system navigation information, and conduct informational workshops, as delineated in ISD Model, Section 10.7 below.
- 6.4.3.3 Five (5) full-time, fully dedicated, Career Planner/Case Managers (Skills/Talent Development Team): will provide support and career guidance Services, including diagnostic testing and other assessments, information on occupations with clear career paths in high growth sectors, development of an individual employment plan, information on eligible training providers and specialized training, Comprehensive AJCC partners system navigation skills, and conduct workshops, using the Product Box style, as defined and delineated in ISD Model, Section 10.7 below.
- 6.4.3.4 One (1) full-time, fully dedicated, Trainer (Skills/Talent Development Team): will provide group format Product Box workshops in work preparation skills training and activities that assist individuals in making informed choices and acquiring knowledge of the world of work to gain and retain employment in occupations with clear career paths in high growth sectors, as delineated in ISD Model, Section 10.7 below.
- 6.4.3.5 One (1) full-time, fully dedicated, Business Services Manager (BSM): as the lead for the Comprehensive AJCC's Business Services and employer activities, the BSM shall work with the Los Angeles County Business Services team to support County identified business service strategies and initiatives such as, but not limited to, industry sector strategies, skills development and upgrading, private-public partnership, and customized employment and talent management Services. This includes initiating, maintaining, and developing Employer relationships; developing employment opportunities, internships, and work-based learning experiences that link to careers in high growth sectors, broker On-the-Job Training (OJT) contracts, and Customized Training as defined herein, Section 10.5.25, Comprehensive AJCC and AJCC Training Services and Training Services Eligibility, and any other business engagement and training tools identified and/or approved by the County. In addition, they will be responsible for developing and conducting group format workshops regarding Comprehensive AJCC employment Services, as delineated in ISD Model, Section 10.7 below for eligible participants and employers. The BSM shall work with the designated County Business Services Regional Manager to lead, coordinate, and promote County strategies in support of regional, scaled and countywide initiatives, and/or commitments.
- 6.4.3.6 Two (2) full-time, fully dedicated Business Services Representatives (BSR) who will be part of the Job Getting/Talent Marketing Team: BSRs are specialists who will work with and support the Business Services

Manager with the execution of duties as described above in Section 6.4.3.5.

6.4.3.7 One (1) full-time, fully dedicated, Clerical/Program Assistant: will provide support to the Contract Manager(s) and Comprehensive AJCC staff.

6.4.3.8 One (1) full-time, fully dedicated, Re-entry Navigator which will provide the ex-offender population navigation services into the Comprehensive AJCC system from the justice system, including re-entry employment assistance tailored specifically to this population. Re-entry Navigator(s) will provide ex-offenders career planning, job training, job development, placement in employment, on-the-job peer and coaching support, and follow-up services.

6.4.3.8.1 Re-Entry Navigator(s) shall serve all WIOA-eligible ex-offenders but priority for service delivery shall be placed on the following:

- Youth returning from Division of Juvenile Justice (DJJ) institutions to the County on probation supervision that are aged 18 years or older;
- Female offenders linked through the Century Regional Detention Facility (CRDF); and
- Male offenders linked through the Pitchess Jail Based Affiliate.

6.4.3.9 Contractor may utilize Youth@Work Program Participants in accordance with Youth@Work requirements, as further defined in Appendix A-2 of this RFP, Youth@Work Statement of Work, to provide Participants with current Work Experience and provide further support to Comprehensive AJCC staff in functions that are not sensitive to Comprehensive AJCC operations. Non-sensitive functions may include, but are not limited to: greeting Comprehensive AJCC participants, assisting in workshops, preparing workshop materials, and setting up for workshops. These Participants are subject to the same requirements as staff or volunteers.

6.4.4 Use of Volunteers: 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 Contract Manager or another employee of Contractor as designated by the Contract Manager. If possible, Contractor shall work in coordination with organizations that have experience in providing training and placement.

6.4.4.1 Contractor shall ensure that all volunteers undergo and pass a background check and that records are retained as described above in Section 6.2.2.5.

6.4.5 AJCC ADW Staff Requirements: AJCC Contractors shall have the following ADW program staff that meet the minimum requirements and qualifications for the program as 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. AJCCs may staff the Affiliate sites (if operating an Affiliate site) using a mix of staffing, at levels appropriate for the Affiliate site.

6.4.5.1 One (1) full-time, fully dedicated, Intake Specialist (ISD Welcome/Talent Engagement Team). Refer above to Section 6.4.3.2 for functional description.

6.4.5.2 One (1) full-time, fully dedicated, Career Planner/Case Managers (Skills/Talent Development Team). Refer above to Section 6.4.3.3 for functional description. Services

6.4.5.3 One (1) full-time, fully dedicated, Trainer (Skills/Talent Development Team). Refer above to Section 6.4.3.4 for functional description.

6.4.5.4 One (1) full-time, fully dedicated, Business Services Manager (BSM). Refer above to Section 6.4.3.5 for functional description.

6.4.5.5 One (1) full-time, fully dedicated Business Services Representative (BSR). Refer above to Section 6.4.3.6 for functional description.

6.4.5.6 One (1) full-time, fully dedicated, Clerical/Program Assistant. Refer above to Section 6.4.3.7 for functional description.

6.4.5.7 Use of Youth@Work Participants – refer above to Section 6.4.3.9.

6.4.5.8 Use of Volunteers – refer above to Section 6.4.4.

## **6.5 Contractor Staff Training**

6.5.1 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.

6.5.2 Contractor shall develop and implement an internal staff training policy, including the provision of an orientation to all new staff (which shall include employees and volunteers). Contractor shall provide its training policy to County for review at least once per program year.

6.5.3 Contractor's Contract 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.

6.5.4 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.

6.5.5 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 *Appendix C (Sample Contract) Subparagraph 9.13 (Probation and Suspension)*, and any other applicable remedies.

## **6.6 Identification**

6.6.1 Contractor shall ensure their employees and any volunteers are appropriately identified as set forth in *Appendix C (Sample Contract) Subparagraph 7.4 (Contractor's Staff Identification)*.

## **6.7 Materials and Equipment**

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.

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

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

6.7.1.2 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.

## **6.8 Contractor Sites/Facilities and Resources**

6.8.1 Contractor acknowledges that County may, at its sole discretion, require Contractor to directly enter into a lease with a property owner for a Comprehensive AJCC, AJCC or Affiliate site. Contractor will be required to work with County to ensure that the leased site meets all of the operational, geographical, access, and fiscal

goals required by County for a Comprehensive AJCC, AJCC or Affiliate, as identified herein. Contractor acknowledges the terms of the lease must allow for assignment of the lease to County. Contractor lease costs will be paid by County on a cost reimbursement basis and shall be independent of the funding allocation and budget for operation of the Comprehensive AJCC, AJCC, or Affiliate.

- 6.8.2 Contractor may lease or operate in additional facilities that expand access to Services within the designated service area(s) defined in this Contract only with prior written approval from County.
- 6.8.3 The Comprehensive AJCCs, AJCCs, and Affiliates shall be accessible by public transportation, and meet the full requirements set forth by the Americans with Disabilities Act of 1990 (ADA), including ADA Title II Accessibility Guidelines ([www.ada.gov/2010ADASTandards\\_index.htm](http://www.ada.gov/2010ADASTandards_index.htm)) and Title 24 of the California Building Code ([www.bsc.ca.gov/pubs/codeson.aspx](http://www.bsc.ca.gov/pubs/codeson.aspx)).
  - 6.8.3.1 All locations must provide accessible parking spaces for staff and customers, per ADA Accessibility Guidelines 4.1.2(5)(a) and in a manner consistent with the City zoning code(s).
- 6.8.4 All site locations must be in full compliance with all Federal, State and Local fire and life safety, building, and zoning codes.
- 6.8.5 The Comprehensive AJCCs, AJCCs, and Affiliates shall provide a safe, comfortable, friendly environment where Participants and professional staff can interact.
- 6.8.6 Area designated to staff shall be of adequate size to provide required Services. This area shall include on-site partners, at a minimum WIOA ADW and Youth programs, EDD Wagner-Peyser Job Services, Trade Adjustment Assistance, and Veterans; group format Services such as meetings, orientations, and Informational/Transition and other Career Services workshops; staff cubicles and offices.
- 6.8.7 The Comprehensive AJCCs, AJCCs, and Affiliates shall provide access to working computers and other appropriate educational resources and must be at the levels stated below unless prior written approval by County is obtained. These requirements are as follows:
  - 6.8.7.1 Provide at least twenty (20) computer stations with internet access; Affiliate sites may have less computer stations, as directed by County.
  - 6.8.7.2 Contain at least two (2) enclosed or private offices; Affiliate sites may have fewer offices, as directed by County, in which confidential intake and case management discussions can take place.
  - 6.8.7.3 Contain at least four (4) classrooms; Affiliate sites may have fewer classrooms, as directed by County, where training can be provided for thirty (30) or more Participants; one of the classrooms must be a computer lab.

6.8.7.3.1 Contractor's computer lab shall consist of the following:

6.8.7.3.1.1 Computer literacy tools

6.8.7.3.1.2 Online workshops – which are computer based trainings that allow Participants to receive course instruction without the physical intervention of staff.

6.8.7.3.1.3 On-line basic skills software to improve reading, writing and mathematics computation.

6.8.7.3.1.4 Wi-Fi and other Internet access connectivity

6.8.7.3.1.5 Access to the State labor exchange system (currently CalJOBS), or successor system, for labor exchange and job searching, Participant tracking, reporting and enrollment and for the use of electronic case notes, Individual Employment Plans, and other applicable tools.

6.8.7.3.1.6 Access to resume software and other workforce program tools.

6.8.7.3.1.7 Software and other equipment to assist individuals with disabilities for ADA connectivity such as, but not limited to, Frogpad2, Ivona, Maltron, Mirrorboard, Matias, Zoom Text, Jaws Pro, Magic Cursor, and Dragon Naturally Speaking.

6.8.7.4 Phones, printers, fax machines and space for job bulletin boards.

6.8.8 Comprehensive AJCCs and AJCCs must have a classroom, resource area, and staff area dedicated to Youth@Work program use.

6.8.9 Comprehensive AJCCs and AJCCs shall maintain standard hours of operation, which shall be in conjunction with EDD's, or County's, operational hours, days and holidays, and/or as directed by County. Affiliate sites may have alternate hours of operation, as approved by County.

6.8.9.1 Section 6.8.9 above, notwithstanding, Contractor shall make accommodations to be open on alternative hours or days for specialized events or services, including but not limited to, job fairs, recruitments, specialized service delivery to at-risk youth populations, and other similar events on a case by case basis.

6.8.10 Contractor shall equip Comprehensive AJCCs and AJCCs with a telephone and TTY line in the Contractor's name where Contractor conducts business. Regardless of location, the office shall be open and available to provide Services

at a minimum 8 hours a day, between the hours of 8:00 a.m. to 6:00 p.m., Monday through Friday, by at least one (1) identified employee who can respond to inquiries and complaints which may be received about Contractor's performance of the Contract and with the authority to act on behalf of Contractor to address and resolve any issues that may arise. Affiliate sites may have an alternate schedule of days and hours of operation, as approved by County. When office staff is not available to answer calls, an answering service shall be provided to receive calls. Contractor shall respond to calls received by the answering service within twenty-four (24) business hours of receipt of the call. Hours of operation that takes place outside of the range specified above needs prior written approval from County.

- 6.8.11 Contractor shall publicly display at all Contractor office location/sites the days and hours of operation for the provision of contracted Services.
- 6.8.12 Contractor 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, filth or offensive matter of any kind to ensure that the premises are maintained in a clean and wholesome condition.
- 6.8.13 Contractor shall assume administrative responsibilities for the day-to-day operation of the Comprehensive AJCC, AJCC, or Affiliate which includes, but is not limited to: securing the resources and personnel necessary to ensure effective program performance; performing annual fiscal reviews and programmatic audits.

## **6.9 Multilingual and Multicultural Capabilities of Contractor Staff**

- 6.9.1 Contractor must provide Services in English, but in areas where a significant number of Participants do not speak English as their primary language, Contractor shall make efforts to employ staff and recruit volunteers who are bilingual and fluent in American Sign Language and in addition, Los Angeles County's threshold languages of Arabic, Armenian, Chinese (Mandarin or Cantonese), Farsi, Khmer (Cambodian), Korean, Russian, Spanish, Tagalog (Filipino), Thai and Vietnamese, should one or more of these threshold languages be a predominate language used in the community served by Contractor.
- 6.9.2 Contractor must be committed and sensitive to the delivery of Services that are culturally and linguistically appropriate. To that end, Contractor must seek to hire qualified staff that is multilingual and/or multicultural in order to better reflect the communities served.
- 6.9.3 Contractor shall utilize professional translation Services when assistance with another language is needed and no onsite staff speaks that language.
- 6.9.4 Contractor shall not require any Participant to provide his/her own interpreter.

6.9.5 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 staff work schedules shall follow a 5 day, 40 hours per week (5/40) pattern and shall fall within the standard hours of operation provisions stated above in Section 6.8, Contractor Sites/Facilities and Resources.
- 8.1.1 Section 8.1 above, notwithstanding, Contractor shall ensure, when appropriate, that flexibility exists for staff to work non-traditional hours, including Saturdays, or later evening hours, or travel to non-AJCC locations (e.g., probation camps) in order to accommodate the unique service needs of Participants including specialized priority populations as delineated below in Section 10.3 and in Section 10.1.2 of Appendix A-2, Youth@Work Statement of Work and if applicable, Section of 10.1.3 of Appendix A-5, Senior Community Services Employment Program Statement of Work.
- 8.2 Contractor shall submit for review and approval a work/operational schedule for each facility to the County within at least fourteen (14) days prior to starting work. Said work/operational schedules shall be set on an annual calendar identifying all the required on-going specific tasks and task frequencies. The schedules shall list the time frames by day of the week, whether morning or afternoon, to indicate when the tasks will be performed, along with the staff members/teams responsible for carrying out the tasks.
- 8.3 Contractor shall submit revised work schedules when actual hours of work differs substantially from planned hours of work. Said revisions shall be submitted to the County for review and approval within fourteen (14) working days prior to revised scheduled time for work.
- 8.4 In the event of extraordinary incidents, unusual occurrences, natural disasters or crime, including but not limited to repairs, modifications, refurbishment, or replacement of facility(ies), vandalism, acts of God, and third party negligence, Contractor must have an emergency plan in place to ensure no disruption in Services. Contractor shall provide to County for review its emergency plan at least once per program year.

## **9.0 INTENTIONALLY OMITTED**

## **10.0 SPECIFIC WORK REQUIREMENTS**

The guidelines described below establish the standards, tasks and duties for the provision of Title I Adult and Dislocated Worker Program Services and also other work provided through Comprehensive AJCCs, AJCCs, and Affiliates (if applicable).

### **10.1 WIOA Program General Eligibility Criteria**

Contractors operating Comprehensive AJCCs, AJCCs, and Affiliates shall ensure that all eligibility requirements are adhered to in accordance with WIOA law and regulations and County policies.

10.1.1 WIOA Eligibility Determination:

Contractor shall ensure the level of WIOA Services an individual Participant receives is based on the Participant's employment and/or training needs and is dependent on meeting eligibility requirements described herein.

10.1.2 CalJOBS Registration Requirement:

Contractor shall ensure all Participants register through the State Labor Exchange System (currently CalJOBS), or successor system, to properly determine and record program eligibility and tracking of subsequent services provided to Participants.

**10.2 WIOA Program Specific Eligibility Criteria**

10.2.1 Adult Program Eligibility:

Contractor shall determine Adult Program eligibility in compliance with WIOA Section 134, and with State and County mandates, and ensure the applicant is:

10.2.1.1 Eighteen (18) years of age or older;

10.2.1.2 Legally entitled to work in the United States; and

10.2.1.3 If male, registered with the U.S. Selective Service. All males who are at least 18 years of age and born after December 31, 1959, who are not in the armed Services on active duty, must be registered for Selective Service, or be able to demonstrate that they did not knowingly and willfully fail to register prior to enrollment in any WIOA activity. Applicant's lack of knowledge of the Selective Service registration requirement is insufficient evidence that the failure to register was not "knowing and willful."

10.2.2 Dislocated Worker Program Eligibility

Contractor shall determine Dislocated Worker Program eligibility in compliance with WIOA Section 134, and with State and County mandates, and ensure the applicant is:

10.2.2.1 Eighteen (18) years of age or older;

10.2.2.2 Legally entitled to work in the United States; and

10.2.2.3 If male, registered with the U.S. Selective Service. All males who are at least 18 years of age and born after December 31, 1959, who are

not in the armed Services on active duty, must be registered for Selective Service, or be able to demonstrate that they did not knowingly and willfully fail to register prior to enrollment in any WIOA activity. Applicant's lack of knowledge of the Selective Service registration requirement is insufficient evidence that the failure to register was not "knowing and willful."

10.2.2.4 To establish that an eligible adult qualifies as a Dislocated Worker, in addition to the above criteria, the requirements of one (1) or more of the following eight (8) categories must also be met:

10.2.2.4.1 Category 1 - Terminated or laid off, or has received a notice of termination or layoff, from employment; **AND** eligible for or has exhausted entitlement to unemployment compensation; **AND** is unlikely to return to a previous industry or occupation; or

10.2.2.4.2 Category 2 – Terminated or laid off, or has received a notice of termination or layoff, from employment; **AND** employed for a duration sufficient to demonstrate, to the appropriate entity at a One-Stop center referred to in WIOA Section 121(e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed Services for an employer that were not covered under a State unemployment compensation law; **AND** is unlikely to return to a previous industry or occupation; or

10.2.2.4.3 Category 3 - Terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, or enterprise; or

10.2.2.4.4 Category 4 - Is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or for purposes of eligibility to receive non-staff assisted Basic Career Services only, is employed at a facility at which the employer has made a general announcement that such facility will close; or

10.2.2.4.5 Category 5 - Was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed

as a result of general economic conditions in the community in which the individual resides or because of natural disasters; or

10.2.2.4.6 Category 6 - Is a displaced homemaker; or

10.2.2.4.7 Category 7 - Is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), **AND** who has experienced a loss of employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or

10.2.2.4.8 Category 8 - Is the spouse of a member of the Armed Forces on active duty and who is unemployed or underemployed **AND** is experiencing difficulty in obtaining or upgrading employment.

### 10.3 Priority Requirements

- 10.3.1 Contractor shall give priority of enrollment and service to Veterans and their eligible spouses in all workforce programs, except for as stipulated in 10.3.2 below.
- 10.3.2 Contractor shall give Adult program priority to recipients of public assistance, other low income individuals, and individuals who are basic skills deficient for receipt of Career Services and Training Services under WIOA Title I, Sections 133 and 134, Adult Formula Funds. The WIOA Adult funding priority of service does not negate the priority of service provided to Veterans and their eligible spouses if Veteran and/or their eligible spouse meets one of the Adult priority of service categories as such, priority is given first to Veterans and their eligible spouses that are recipients of public assistance, low income, or are basic skills deficient, and then to other priority populations. County will issue Directive(s) to Contractors for Priority of Services based on policies approved by the LACWDB and the Governor, as described in WIOA Section 134(c)(3)(E).
- 10.3.3 Contractor shall establish a Priority of Services to align with the Los Angeles County Board of Supervisors (BOS) and LACWDB priority of Services policy, as defined by County, for the general job seeker community, including but not limited to, at-risk populations and under-represented groups.
- 10.3.4 Contractor shall ensure it complies with LACWDB priority percentage policy that sets a certain percentage of ADW program enrollments that must be comprised of priority populations, which shall be available through County Directives. In absence of a County Directive(s), Contractor shall ensure that it gives priority enrollment to individuals with disabilities, veterans and those individuals as noted in WIOA Section 134 and as described above.

## **10.4 Adherence to LACWDB's Strategic Plan and County's Strategic Initiatives and Policy Initiatives**

- 10.4.1 Contractor shall ensure that the program design to deliver WIOA Services remains innovative, consistent, and aligns with WIOA Strategic Plans developed by the LACWDB.
- 10.4.2 Contractor shall ensure Program Services give priority to the workforce needs of the high growth industry sectors identified by, and in compliance with, any LACWDB strategies and County Directive(s).
- 10.4.3 Contractor shall develop an innovative program design that promotes a single system of service and provides Participants with opportunities to obtain industry-recognized certificates, credentials and degrees in high-demand, high-growth sectors that support the LACWDB's Strategic Plan and California's Strategic Plan and as directed by the County.
- 10.4.4 Contractor shall ensure that the program design is adaptable to support LACWDB policy, County special initiatives, and the WIOA Strategic Plans developed by the LACWDB in accordance with the State WIOA Strategic Plan.

## **10.5 Comprehensive AJCC, AJCC, and Affiliate Work Requirements**

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

- 10.5.1 Contractor shall provide WIOA ADW and Youth Services at a Comprehensive AJCC (and its Affiliate site) or AJCC (and its Affiliate site, if applicable) as directed by County. Contractor shall ensure that the Adult and Youth systems operate together at each Comprehensive AJCC (and Affiliate site, if serving youth from that site) and AJCC and that youth receive integrated Services, as appropriate.
  - 10.5.1.1 Contractor shall obtain written County approval prior to applying for, accepting funds, and using County designated Comprehensive AJCCs or AJCCs and associated Affiliate sites to operate any program not funded under the County's AJCC system.
- 10.5.2 Contractor shall operate the Comprehensive AJCC, AJCC and any Affiliate sites as a part of the Los Angeles County Workforce System, and shall not operate as an independent entity, in accordance with Section 11.0, Branding, below.
- 10.5.3 Contractor shall operate the Comprehensive AJCC, AJCC, and Affiliate in accordance with Section 6.8, Contractor's Sites/Facilities and Resources, above.
- 10.5.4 Contractor shall maintain local partnerships for the Comprehensive AJCC or AJCC and maintain and record Resource Sharing Agreements, under their Operational MOUs, under the County Governance MOU, with AJCC partners

in its role as the One-Stop Operator as defined in WIOA Title I, Section 121 (e) and (f) and as directed by County.

- 10.5.5 Contractor shall provide all Participants, as defined in WIOA Section 134(c)(3)(A)(ii), access to Basic and Individualized Career and Training Services, and Post-Program Follow-up Services through Los Angeles County's Workforce System, as defined in WIOA Title I, Section 121 (e) & 134, and below in Sections 10.5.24, WIOA Program Career Services, and 10.5.25, Comprehensive AJCC and AJCC Training Services and Training Services Eligibility of this SOW. Contractor shall also provide access to Services provided by partners, as defined below in Section 10.5.21, WIOA Comprehensive AJCC and AJCC Mandated Partner Programs and Section 10.5.22, Comprehensive AJCC and AJCC Additional Partner Programs.
  - 10.5.5.1 Contractor shall on its own initiative or whenever at the County's direction, work with businesses, educational institutions, and sector intermediaries to ensure job placement, effective training programs, or in meeting program performance outcomes within a specialized or high-growth sector in addition to the provision of services as stipulated above in 10.5.5.
- 10.5.6 Contractor shall provide eligible individuals with an initial assessment that will guide and substantiate the need and the potential benefit of Program Services as described below in Section 10.5.24, WIOA Program Career Services.
- 10.5.7 Contractor must establish written policies and procedures for needs-related payments in accordance with WIOA Title I Section 134 (d) (3) and County Directive(s), and may provide needs-related payments from the appropriate funding allocation to Participants:
  - 10.5.7.1 who are participating in programs with activities authorized under Career Services or Training Services herein, and
  - 10.5.7.2 who are unable to obtain such needs related payments through other programs providing such Services.
- 10.5.8 Contractor shall use any applicable Participant forms as made available through County and/or EDD and those described herein and any requirements under WIOA to document and certify that eligibility has been determined properly and to establish Participant progress in addition to case notes and other substantiating documents.
- 10.5.9 Contractor shall adhere to the time limits covering the WIOA application and enrollment process as established by EDD and County Directives.
- 10.5.10 Contractor shall enroll and provide career and training Services to any additional eligible Participants identified and/or directly referred by County.
- 10.5.11 Contractor shall provide Program Services to all active participants enrolled in WIA and/or WIOA Services from previous provider(s) that are no longer

funded to provide Services within Contractor's designated region, at the direction of County.

- 10.5.12 Contractor shall customize Services to meet the needs of individual Participants and Employer Participants, as appropriate and within the confines of WIOA law and regulations.
- 10.5.13 Contractor shall use information technology to expand access to workforce information as required by the County through CalJOBS, or successor system, at the Comprehensive AJCC, AJCC, and Affiliate and other access points as applicable.
- 10.5.14 Contractor acknowledges it is held to outcome driven performance to substantiate Services provided to Participants. Emphasis shall be placed on training activities (should training activities be deemed appropriate, per Section 10.5.25 below, Comprehensive AJCC and AJCC Training Services and Training Services Eligibility) and unsubsidized employment placements in in-demand occupations with career paths in high growth sectors.
- 10.5.15 Contractor shall not duplicate Services funded by the Wagner-Peyser Act, Trade Adjustment Assistance, EDD's Veteran's programs or any other Mandated or Additional Partners' programs with WIOA-funded Services.
- 10.5.16 Contractor may co-enroll Participants into other workforce programs, as appropriate and in compliance with Section 10.5.15 above. Contractor shall follow specific procedures for co-enrollment as delineated through County Directive.
- 10.5.17 Contractor shall maintain proper eligibility documentation and case files to substantiate eligibility for Services are met. Additionally, all documentation shall be held in accordance with the Record Retention requirements outlined in the *Appendix C (Sample Contract) Paragraph 8.38 (Record Retention and Inspection/Audit Settlement)*.
  - 10.5.17.1 Contractor shall ensure that Participant case files reflect the distinction between general program eligibility and eligibility for Program Services as defined above in Section 10.1, WIOA Program General Eligibility and Section 10.2, WIOA Program Specific Eligibility. Contractor acknowledges that general program eligibility includes federally imposed criteria including Right-to-Work requirements, Selective Service registration, age, and priority populations, whereas, eligibility for Program Services is related to determinations about Participants' needs for and abilities to benefit from WIOA Services.
  - 10.5.17.2 Contractor shall ensure that Participant case files are kept in accordance with the following:
    - 10.5.17.2.1 Case files shall contain documentation of eligibility, need determinations for Career Services and Training Services, materials related to Initial and

Comprehensive (as applicable) Assessments, Individual Employment Plans (as applicable), documentation of Supportive Services provided, and case notes.

10.5.17.2.2 Contractor shall maintain and keep updated hard copy and electronic case files unless otherwise stipulated by County.

10.5.17.2.3 Contractor shall establish procedures to protect all Participant information consistent with the terms of this Contract, any amendments thereto, and all applicable laws; and, shall not disclose Participant information without written consent from County and the Participant.

### **10.5.18 Business Services Requirements**

10.5.18.1 County has established a County Business Services Division to centrally coordinate and support countywide business engagement in an effort to better address industry needs; through the use of business data and intelligence, develop and implement countywide demand driven workforce and economic development policy and initiatives; coordinate countywide policies, strategies and initiatives including identification of high growth industry sectors; and lead and/or coordinate business/industry commitments that require system wide, regional and/or scaled coordination. Comprehensive AJCCs and AJCCs will have a designated County Regional Business Services Manager to assist in leading and coordinating business engagement and workforce development strategies. County will issue applicable policy directive(s).

10.5.18.2 Contractor shall collaborate and coordinate all County Business Services activities with co-located, local and regional workforce partners and their respective business and workforce development teams as appropriate and as directed by County.

10.5.18.3 Contractor shall, both independently and/or in partnership with the County Business Services team, engage businesses in high growth industry sectors in their workforce region to address regional industry nuances and local business needs.

10.5.18.4 Contractor shall support County's workforce and economic development strategies and initiatives as identified and coordinated by the County's Business Services Team. Contractor will support County objectives and engage industry and business in the Los Angeles County economic region with a unified, streamlined and "branded" message, vision, and mission as identified by the County.

- 10.5.18.5 Contractor shall, at the point of employer engagement, evaluate the current and future workforce planning, talent management and business hiring needs of employers within their respective workforce region and/or located in the County of Los Angeles, as directed by County.
- 10.5.18.6 Contractor shall, as approved by the County, offer programs including, but not limited to, earn and learn models, work-based learning, pre-apprenticeships, apprenticeships, financial and computer literacy, basic skills training, customized and demand-driven training, broker On-the-Job training (OJT) and entrepreneurial training all within a career pathways context, to better meet the identified current and future hiring needs of local, regional and high growth employers. Programs shall align and support County initiatives and strategies as identified by County.
- 10.5.18.7 Contractor shall support and coordinate business engagement efforts and initiatives with County Business Services. To accomplish this, Contractor shall do the following:
  - 10.5.18.7.1 Participate in work groups, round tables, and activities related to sector specific initiatives in appropriate target sectors as part of the local strategy and in support and coordination with County Business Services initiatives and strategies.
  - 10.5.18.7.2 Ensure all job order, Employer Service, and Participant Service data collection efforts with County Business Services and other regional business Services are collected and entered in specified format and/or system(s) as identified by County.
  - 10.5.18.7.3 Respond with appropriate matching and referral Services for any job orders and job openings and/or other business service efforts or initiatives brought to the Comprehensive AJCC or AJCC by County Business Services.
  - 10.5.18.7.4 Work with other regional business service efforts in coordination with, and in support of, County initiatives and strategies, to use real time intelligence to help streamline Services and increase quality and relevance of products and offerings to employers and job seeker Participants.
  - 10.5.18.7.5 Participate in County Business Services local, regional, and system-wide network meetings, trainings, and roundtables as directed by County.

- 10.5.18.8 Contractor shall provide space for the LA County Business Services staff based on the direction of County.
- 10.5.18.9 Contractor shall include youth programming needs and strategies in all business Services aspects of the operations and Services of the AJCC as directed by County.
- 10.5.18.10 Contractor shall participate with County and Rapid Response Program and Lay off Aversion Contractor staff as identified by County, in Rapid Response strategic layoff aversion strategies aimed to foster job retention for businesses considering staff reductions or closures, as directed by County.
  - 10.5.18.10.1 Contractor shall support and participate with County Lay-Off Aversion activities such as Lay-Off Aversion interventions and related activities, as directed by County.
  - 10.5.18.10.2 Contractor shall designate a Rapid Response liaison and alternate. The Rapid Response Liaison or alternate will be required to participate in Rapid Response planning meetings and orientations, for businesses within Contractor's designated service region, as directed by County.
- 10.5.18.11 Contractor shall provide space for Rapid Response Program Contractor staff based on the direction of County.
- 10.5.18.12 Contractor shall support the County's re-entry business strategies in support of County's comprehensive reentry workforce development strategies and initiatives as defined by the County.
- 10.5.18.13 Contractor acknowledges County Regional Business Services Managers and/or Representatives will be assigned to each Comprehensive AJCC and AJCC to develop, communicate and lead countywide strategies, initiatives, and scaled commitments and County Business Services strategies. This includes, but is not limited to, establishing and developing business partnerships and networks with large and small employers and their intermediaries; develop, convene, or implement industry or sector partnerships; and support and promote local business initiatives.

#### **10.5.19 Comprehensive AJCC AND AJCC Strategic Planning and Workforce Intelligence/Labor Market**

- 10.5.19.1 Contractor shall have a comprehensive understanding of labor market conditions, economic development activities, skills needs required by businesses, and regional and local business partnerships and sector strategies. Accordingly, Comprehensive AJCC and AJCC Contractors shall use, at a minimum, the following sources to assess the local and regional economy and business

workforce needs:

- 10.5.19.1.1 U.S. Census Bureau information;
- 10.5.19.1.2 County of Los Angeles Workforce Investment Board 5-Year Strategic Local Workforce Plan 2013-2017 and the Strategic Plan promulgated by the Los Angeles County Workforce Development Board;
- 10.5.19.1.3 Industry and Labor Market Intelligence for Los Angeles County April 2015, Los Angeles Economic Development Corporation (LAEDC) and future updated reports;
- 10.5.19.1.4 State of California, EDD, Labor Market Information Division information;
- 10.5.19.1.5 State of California Labor Market Exchange system (currently CalJOBS system), or successor system;
- 10.5.19.1.6 Business sector surveys, data analytics reports, and business/industry sector intelligence reports conducted, completed, or sponsored by County Business Services, LACWDB, LAEDC, and other economic development corporations, and employer-needs surveys conducted by the Comprehensive AJCC or AJCC; and
- 10.5.19.1.7 Sector Workforce Intermediary intelligence and reports- independent or produced and approved by the County; labor market information, economic development trends, and regional and local business assessments and sector strategies- independent or produced and approved by the County.

## 10.5.20 **Comprehensive AJCC and AJCC Partnerships and Collaborations**

10.5.20.1 County will develop the Governance MOU for the region in its leadership role as the coordinator, administrator and manager of the WIOA workforce system and will require the Contractor to maintain its own operational MOUs, as directed by County. County will provide oversight and guidance to Contractors in their endeavors to create operational MOUs, including requirements for quality assurance, business Services, Participant Services, facility leases and performance requirements that will assure consistency and uniformity in Partnerships and Collaborations across the entire workforce system.

- 10.5.20.1.1 Contractor shall maintain Resource Sharing Agreements that reflect and describe the financial or non-financial agreement(s) in accordance with Contractor's Operational MOU with Mandated Partners and Additional Partners, including the roles and type of contribution for infrastructure costs as

defined in WIOA Title I Section 121 (h) and by County Directive.

- 10.5.20.1.1.1 Contractor shall ensure that Mandated Partners and Additional Partners complete Resource Sharing Agreements for the Operational MOU as further detailed through County Directive.
- 10.5.20.2 Contractor shall support County's centralized coordination approach and Contractor shall maintain local partnerships and Resource Sharing Agreements in their One-Stop Operator (OSO) role, and any other Program Services functions the County deems necessary, to support the County's governance MOU for the region.
- 10.5.20.3 Contractor shall develop and maintain relationships that will enhance the delivery of Services for WIOA Participants through a network of Partners. Partners shall, include but not be limited to, the partner programs described below in Section 10.5.21, WIOA Comprehensive AJCC and AJCC Mandated Partner Programs and Section 10.5.22 of this SOW, Comprehensive AJCC and AJCC Additional Partner Programs.
- 10.5.20.4 Contractor shall develop and maintain partnerships that will improve and expand Services to businesses, employers, and job seekers including Community Colleges, Veterans assistance and transition programs, and youth-serving systems;
- 10.5.20.5 Contractor shall ensure Services provided to Participants through the integration of the WIOA Adult, Dislocated Worker, Youth, LA County Youth Jobs, EDD Wagner-Peyser and other partners is efficiently and effectively coordinated, as delineated herein.
- 10.5.20.6 Contractor and Partners shall meet as needed, but at least on a quarterly basis, for the purposes of program quality control and to ensure adequate operations.
- 10.5.20.7 In conjunction with County, Contractor shall outreach and meet with University and Community College career and placement centers, staffing agencies, and community-based organizations as regional partners to better meet businesses' immediate workforce needs with job ready candidates.
- 10.5.20.8 Contractor shall offer Participants targeted occupational and technical training opportunities for in-demand jobs with potential pathways for career advancement through partnerships or agreements with local businesses, or County of Los Angeles area Community Colleges, adult schools, apprenticeship programs, and other eligible training providers.
- 10.5.20.9 Contractor shall collaborate with County and other Los Angeles County departments including, but not limited to, Department of Public Social Services, Probation Department, Department of

Children and Family Services, Department of Human Resources, Sheriff's Department, Department of Mental Health, District Attorney, Public Defender, Child Support Services Department, Los Angeles County Office of Education, and Libraries to streamline Services in an effort to explore new ways to maximize program resources and employment outcomes for Participants serviced by multiple Los Angeles County departments.

10.5.20.10 Contractor and Partners shall ensure that Services effectively link qualified Participants with employment opportunities that best match their skills through Services that are focused on skill-based assessment, skill-based labor market intelligence information and research, and skill improvements/enhancements.

10.5.20.11 Contractor shall undertake activities in collaboration with County and the LACWDB:

10.5.20.11.1 To improve coordination between workforce investment activities and economic development activities carried out within the local area, and to promote entrepreneurial skills training and microenterprise Services;

10.5.20.11.2 To improve Services and linkages between the local workforce investment system (including the local One-Stop delivery system) and employers, including small employers;

10.5.20.11.3 To strengthen linkages between the One-Stop delivery system and unemployment insurance programs.

10.5.20.11.4 Contractor shall act as the lead agency on all County or LACWDB – directed collaborations and shall form a collaborative Services partnership, which shall also be known as the Leadership Team, to include on-site Mandated Partner staff.

10.5.20.12 Contractor shall ensure that each Partnership representative has the authority to make decisions for the Services each partner is to provide within the Comprehensive AJCC (and Affiliate site, if applicable) and/or AJCC.

#### **10.5.21 WIOA Comprehensive AJCC AND AJCC MANDATED PARTNER PROGRAMS**

10.5.21.1 Contractor shall establish local partnerships in accordance with WIOA Section 121(b)(1) and in accordance with the LACWDB's requirement that partnerships are sector-focused, to increase the capacity of career technical education and access to career pathway programs in high demand industries, and with the

following programs as required partners in the local One-Stop systems:

- 10.5.21.1.1 Programs authorized under Title I of WIOA: Adult, Dislocated Worker and Youth, Job Corps, Native American, Migrant and Seasonal Farmworker and YouthBuild.
- 10.5.21.1.2 Programs authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq), as amended under Title III of WIOA.
- 10.5.21.1.3 Adult education and literacy activities authorized under Title II of WIOA.
- 10.5.21.1.4 Programs authorized under Title I of the Rehabilitation Act of 1973.
- 10.5.21.1.5 Activities authorized under Title V of the Older Americans Act 1965.
- 10.5.21.1.6 Career and technical education programs at the postsecondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006.
- 10.5.21.1.7 Activities authorized under chapter 2 of Title II of the Trade Act of 1974.
- 10.5.21.1.8 Activities authorized under chapter 41 of Title 38, United States Code, Job Counseling, Training And Placement Service For Veterans.
- 10.5.21.1.9 Employment and training activities carried out under the Community Services Block Grant Act (42 U.S.C. 9901 et seq.).
- 10.5.21.1.10 Employment and training activities carried out by the United States Department of Housing and Urban Development.
- 10.5.21.1.11 Programs authorized under State unemployment compensation laws.
- 10.5.21.1.12 Programs authorized under Section 212 of the Second Chance Act of 2007.
- 10.5.21.1.13 Programs authorized under part A of Title IV of the Social Security Act.
- 10.5.21.2 Contractor shall ensure that it connects Participants to Program Services provided by the Mandated Partners.

## 10.5.22 **COMPREHENSIVE AJCC AND AJCC ADDITIONAL PARTNER PROGRAMS**

- 10.5.22.1 Contractor shall also establish sector-focused local partnerships with additional programs to provide Participants with access to

resources and referrals beyond the scope of WIOA program requirements, and to further increase the capacity of career technical education and access to career pathway programs in high demand industries. Additional Partner Programs may include, but are not limited to:

- 10.5.22.1.1 Employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency program established under section 1148 of the Social Security Act (42 U.S.C. 1320-19).
- 10.5.22.1.2 Employment and training programs carried out by the Small Business Administration.
- 10.5.22.1.3 Programs authorized under section 6(d)(4) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(o)).
- 10.5.22.1.4 Programs carried out under section 112 of the Rehabilitation Act of 1973 (29 U.S.C. 732).
- 10.5.22.1.5 Programs authorized under the National Community Service Act of 1990 (42 U.S.C. 12501 et seq.).
- 10.5.22.1.6 Other appropriate Federal, State, or local programs, including employment, education, and training programs provided by public institutions or the private sector.

### **10.5.23 LEVERAGED RESOURCES**

Contractor is highly encouraged to use leveraged resources to support Program activities and outcomes. Leveraged resources encompass both the traditional definition of cost sharing (match) plus other resources available to the contractor and used to accomplish contract Services and outcomes. These resources must be costs allowable under 2 CFR PART 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

10.5.23.1 Leveraged resources include cash, as well as a wide range of in-kind benefits from personnel, volunteers, facilities and materials, including direct Participant costs paid from other public and private resources, but do not include partner program shared public space at the Comprehensive AJCC or AJCC. Public resources may include, but are not limited to, co-enrollment in other federal funded programs, private grants, paid internships, supervisor hours, public education instructional Services, donated materials, etc.

10.5.23.2 The following resources may be leveraged and applied:

- 10.5.23.2.1 Federal Pell Grants established under the Title IV of the Higher Education Act of 1965
- 10.5.23.2.2 Public programs authorized by WIOA (e.g. WIOA Youth, Job Corps, Migrant Seasonal Farm Worker, Rapid Response, WIOA Title II Adult Education and Literacy, national and state WIOA discretionary grants, etc.)
- 10.5.23.2.3 Trade Adjustment Assistance
- 10.5.23.2.4 United States Department of Labor National Emergency Grants
- 10.5.23.2.5 Match funds from employers, industry, and industry associations (including the employer paid portion of On-the-Job Training)
- 10.5.23.2.6 Match funds from joint labor-management trusts
- 10.5.23.2.7 Employment Training Panel grants
- 10.5.23.3 Contractor shall report all such leveraged resources to County on a monthly basis. County will provide further guidance on reporting leveraged resources through Directive.

## **10.5.24 WIOA PROGRAM CAREER SERVICES**

Contractor shall make available all of the following Career Services, with the exception of Affiliate sites, which may provide one or more of these Services, (as defined in *Appendix R, Definitions*) in accordance with WIOA Title I, Section 134 (c)(2), and County Bulletin, WIOA B15-03, WIOA Operating Guidance. These Services can be provided in any order as there is no sequence requirement for these Services.

### **10.5.24.1 WIOA BASIC CAREER SERVICES**

Basic Career Services must be made available to all individuals seeking Services, and shall include:

- 10.5.24.1.1 Determinations of whether the individual is eligible to receive assistance from the Adult, Dislocated Worker, or Youth programs;
- 10.5.24.1.2 Outreach, intake (including identification through the State's Worker Profiling and Reemployment Services system of Unemployment Insurance (UI) claimants likely to exhaust benefits), and orientation

to information and other Services available through the one-stop delivery system;

10.5.24.1.2.1 Contractor shall conduct outreach within all the cities and unincorporated areas in their designated Workforce Sub-Region, as delineated in *Appendix B-1, SOW Exhibits, Exhibit 6*, to inform potential Participants of Services. Outreach can be conducted at County assigned offices, adult schools, community colleges, libraries and other community organizations, events, or other similar places, within the Contractor's designated Workforce Region. Contractor shall also adhere to any policies or procedures regarding conducting outreach set forth by County.

10.5.24.1.3 Initial assessment of skill levels including literacy, numeracy, and English language proficiency, as well as aptitudes, abilities (including skills gaps), and supportive service needs;

10.5.24.1.4 Labor exchange Services, including job search and placement assistance, and, when needed, career counseling, which includes:

10.5.24.1.4.1 Provision of information on in-demand industry sectors and occupations (as defined in Section 3(23) of WIOA); and 2) Provision of information on nontraditional employment (as defined in Section 3(37) of WIOA);

10.5.24.1.4.2 Appropriate recruitment and other business Services on behalf of employers, including small employers in the local area, Services such as providing information and referral to specialized business Services not traditionally offered through the one-stop delivery system;

10.5.24.1.5 Provision of referrals to and coordination of activities with other programs and Services, including those within the County's Comprehensive

AJCC and/or AJCC system and, when appropriate, other workforce development programs;

10.5.24.1.6 Provision of workforce and labor market employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including:

10.5.24.1.6.1 Job vacancy listings in labor market areas;

10.5.24.1.6.2 Information on job skills necessary to obtain the vacant jobs listed; and

10.5.24.1.6.3 Information relating to local occupations in demand and the earnings, skill requirements, and opportunities for advancement for those jobs.

10.5.24.1.7 Provision of performance information and program cost information on eligible providers of training Services as described in WIOA section 122, provided by program, and eligible providers of youth workforce investment activities described in WIOA section 123, providers of adult education described in WIOA title II, providers of career and technical education activities at the postsecondary level, and career and technical education activities available to school dropouts, under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.), and providers of vocational rehabilitation Services described in title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.);

10.5.24.1.8 Provision of information about how the local area is performing on local performance accountability measures, as well as any additional performance information relating to the area's one-stop delivery system;

10.5.24.1.9 Provision of information relating to the availability of Supportive Services or assistance, and appropriate referrals to those Services and assistance, including, but not limited to,; child care; child support; medical or child health assistance available through the State's Medicaid program and Children's Health Insurance Program; benefits

under the Supplemental Nutrition Assistance Program (SNAP); assistance through the earned income tax credit; housing counseling and assistance Services sponsored through the U.S. Department of Housing and Urban Development (HUD); and assistance under a State program for Temporary Assistance for Needy Families (TANF), and other supportive Services and transportation provided through those programs.

10.5.24.1.9.1 Contractor shall establish written policies and procedures for Supportive Services, such as transportation, child care, dependent care, housing, and needs related payments, in accordance with WIOA Title I Section 134 (d) (2) and County Directive(s), and may provide Supportive Services from the appropriate funding allocation to Adults and Dislocated Workers:

10.5.24.1.9.1.1 who are participating in programs with activities authorized under Career Services or Training Services herein, and

10.5.24.1.9.1.2 who are unable to obtain such Supportive Services through other programs providing such Services.

10.5.24.1.10 Assistance in establishing eligibility for programs of financial aid assistance for training and education programs not provided under WIOA;

10.5.24.1.11 Provision of information and assistance regarding filing claims under Unemployment Insurance (UI) programs, including meaningful assistance to individuals seeking assistance in filing a claim by using on-site staff who are properly trained in UI claims, filing, and/or the acceptance of information necessary to file a claim, or by phone or via other

technology, as long as the assistance is provided by trained and available staff and within a reasonable timeframe; and

10.5.24.1.12 The costs associated in providing meaningful assistance may be paid for by the State's UI program, the WIOA Adult or Dislocated Worker programs, the Wagner-Peyser Employment Service, or some combination of these funding sources.

## 10.5.24.2 WIOA INDIVIDUALIZED CAREER SERVICES

If staff determine that individualized career Services are appropriate for a Participant to obtain or retain employment, these Services must be made available to the Participant. Staff may use recent previous assessments by partner programs to determine if individualized career Services would be appropriate. These Services shall include:

10.5.24.2.1 Comprehensive and specialized assessments of the skill levels and service needs of Adults and Dislocated Workers, which may include:

10.5.24.2.1.1 Diagnostic testing and use of other assessment tools; and

10.5.24.2.1.2 In-depth interviewing and evaluation to identify employment barriers and appropriate employment goals

10.5.24.2.1.3 Provision of Comprehensive and specialized assessments must include the following:

10.5.24.2.1.3.1 The use of only reliable assessment instruments and procedures;

10.5.24.2.1.3.2 The use of assessment tools and processes that is appropriate for the target population;

10.5.24.2.1.3.3 Staff is properly trained in assessment techniques and in the utilized assessment tools; and

10.5.24.2.1.3.4 Assessment conditions are suitable for all Participants.

- 10.5.24.2.2 Development of an Individual Employment Plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of Services for the Participant to achieve his or her employment goals, including the list of, and information about, eligible training providers, and career pathways to attain career objectives;
- 10.5.24.2.3 Group and/or individual counseling and mentoring;
- 10.5.24.2.4 Career planning (e.g. case management);
- 10.5.24.2.5 Short-term pre-vocational Services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct to prepare individuals for unsubsidized employment or training, in some instances pre-apprenticeship programs may be considered as short-term pre-vocational Services;
- 10.5.24.2.6 Internships and work experiences that are linked to careers;
- 10.5.24.2.7 Workforce preparation activities that help an individual acquire a combination of basic academic skills, critical thinking skills, digital literacy skills, and self-management skills, including competencies in utilizing resources, using information, working with others, understanding systems, and obtaining skills necessary for successful transition into and completion of postsecondary education, or training, or employment;

- 10.5.24.2.8 Financial Literacy Services that help develop the ability of Participants to:
  - 10.5.24.2.8.1 Create household budgets, initiate savings plans, and make informed financial decisions about education, retirement, home ownership, wealth building, or other savings goals;
  - 10.5.24.2.8.2 Manage spending, credit, and debt, including credit card debt, effectively increasing awareness of the availability and significance of credit reports and credit scores in obtaining credit, including determining their accuracy, and their effect on credit terms;
  - 10.5.24.2.8.3 Understand, evaluate and compare financial products, Services, and opportunities;
  - 10.5.24.2.8.4 Address the particular financial literacy needs of non-English speakers, including providing the support through the development and distribution of multilingual financial literacy and educational materials;
- 10.5.24.2.9 Out-of-area job search assistance and relocation assistance; and
- 10.5.24.2.10 English language acquisition and integrated education and training programs.
- 10.5.24.2.11 Use of Previous Assessment for Career Services: Contractor or a Contractor partner shall not be required to conduct a new interview, evaluation, or assessment of a Participant if the Contractor or Contractor partner determines that it is appropriate to use a recent interview, evaluation, or assessment of the Participant conducted pursuant to another education or training program. It is the Contractor's responsibility to ensure the validity and reliability of the assessment made by a partner program. Assessments by partners conducted more than 6 months prior to enrollment are not allowed. Partner assessments conducted within 12 months, but more than 6 months prior to enrollment may be allowed only by written approval from County.

### 10.5.24.3 **Comprehensive AJCC and AJCC Follow-up Tasks and Services**

- 10.5.24.3.1 Contractor shall conduct post-program follow-ups to ascertain the employment and/or education status of Participants, using the State's Labor Exchange System (currently CalJOBS), or successor system, for all exited Participants once a quarter, for 12 months after program exit.
- 10.5.24.3.2 Contractor shall provide follow-up Services to participants who are placed in unsubsidized employment, for up to 12 months after the first day of employment. Follow-up Services include, but are not limited to, Referrals to Community Resources and Medical Services, Tutoring, and Supportive Services to help in retaining employment. Follow-up Services do not extend the date of exit in performance reporting.
- 10.5.24.3.3 Contractor shall continue unfinished post-program follow-ups and any needed Follow-up Services to Participants within caseloads carried over and inherited from previous provider(s) no longer funded to provide Services within Contractor's designated region. Contractor will be responsible for performance of all Participants assumed from previous provider(s) no longer funded to provide Services within Contractor's designated region.

### **10.5.25 COMPREHENSIVE AJCC AND AJCC TRAINING SERVICES AND TRAINING SERVICES ELIGIBILITY**

10.5.25.1 Funds allocated for Training Services to Comprehensive AJCC or AJCC Contractors shall be used to provide Training Services to Adults and Dislocated Worker Services Participants who:

10.5.25.1.1 after an interview, evaluation, or assessment, and career planning, have been determined by Contractor, as appropriate, to:

10.5.25.1.1.1 be unlikely or unable to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment, through the Career Services described above in Section 10.5.24 of this SOW, **WIOA Program Career Services**;

- 10.5.25.1.1.2 be in need of Training Services to obtain or retain employment that leads to economic self-sufficiency or wages comparable to or higher than wages from previous employment; and;
- 10.5.25.1.1.3 have the skills and qualifications to successfully participate in the selected program of Training Services;
- 10.5.25.1.1.4 select programs of Training Service that are directly linked to the employment opportunities in the local area or the planning region, or in another area to which the Adults or Dislocated Worker Services Participants are willing to commute or relocate;
- 10.5.25.1.1.5 are unable to obtain other grant assistance including Federal Pell Grants, or require additional assistance beyond the monies available from other grants;
- 10.5.25.1.1.6 are determined to be eligible in accordance with the Priority system in effect as described herein.

10.5.25.2 Contractor shall make Training Services available in accordance with WIOA Title I, Section 134 (3) and AB-1270 California Workforce Innovation and Opportunity Act, Chapter 94 requirements, which include the following Services:

- 10.5.25.2.1 Occupational skills training, including training for nontraditional employment;
- 10.5.25.2.2 On-the-job training - OJT is defined as training by an employer that is provided to a paid Participant while engaged in productive work in a job that:
  - 10.5.25.2.2.1 provides knowledge of skills essential to the full and adequate performance of the job;

- 10.5.25.2.2.2 provides reimbursement to the employer of up to 50 percent of the wage rate of the Participant, except as provided in WIOA Title I Section 134 (c)(3)(H), for the extraordinary costs of providing the training and additional supervision related to the training or by sliding scale State Directive (pending); and
- 10.5.25.2.2.3 is limited in duration as appropriate to the occupation for which the Participant is being trained, taking into account the content of the training, the prior work experience of the Participant, and the service strategy of the Participant, as appropriate.
- 10.5.25.2.3 Incumbent worker training in accordance with WIOA Title I Section 134 (d) (4) and LA County Workforce Development Board policy;
- 10.5.25.2.4 Programs that combine workplace training with related instruction, which may include cooperative education programs;
- 10.5.25.2.5 Training programs operated by the private sector;
- 10.5.25.2.6 Skill upgrading and retraining;
- 10.5.25.2.7 Entrepreneurial training;
- 10.5.25.2.8 Transitional jobs in accordance with WIOA Title I Section 134 (d)(5);
- 10.5.25.2.9 Job readiness training provided in combination with at least one other Training Service (with the exception of Adult Education and Literacy training and Customized training);
- 10.5.25.2.10 Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with at least one other Training Service (with the exception of Transitional Jobs training, Job Readiness training or Customized training). Per WIOA 203(1), Adult Education is defined as Services or instruction below the post-

secondary education level that increase the individual's ability to:

10.5.25.2.10.1 Read, write and speak English and perform mathematics or other activities necessary for the attainment of a secondary school diploma or its recognized equivalent;

10.5.25.2.10.2 Transition to postsecondary education and training; and

10.5.25.2.10.3 Obtain employment.

10.5.25.2.11 Customized training that is conducted with a commitment by an employer, or group of employers, to employ an individual upon successful completion of the training.

#### 10.5.25.3 TRAINING FUND ASSISTANCE LIMITATION REQUIREMENT

Provision of Training Services shall be limited to individuals who are unable to obtain other grant/funding assistance for such Services or require additional assistance beyond the monies available from other grants except for conditions cited under WIOA Title I Section 134(c)(3)(i), and notwithstanding section 479B of the Higher Education Act of 1965 (20 U.S.C. 1087uu).

#### 10.5.25.4 REIMBURSEMENTS

Contractor may provide Training Services to an individual who otherwise meets all requirements herein while an application for a Federal Pell Grant is pending, except that if such individual is subsequently awarded a Federal Pell Grant, appropriate reimbursement, pursuant to WIOA Title I Section 134(c)(3)(ii), shall be made to the local area from such Federal Pell Grant.

10.5.25.4.1 Training providers shall be reimbursed directly by Contractor; Contractor shall track training expenditures separately from other expenditures.

#### 10.5.25.5 TRAINING SERVICES ASSISTANCE

Contractor may take into consideration the full cost of putting a Participant through Training Services to determine if it is cost-effective for Contractor. Costs that may be taken into consideration may include but are not limited to the costs of dependent care and transportation, and any other applicable cost that may be required to put a Participant through training.

#### 10.5.25.6 PROVIDER QUALIFICATION

Training Services, with the exception of On-the-Job Training, Customized Training, Incumbent Worker Training and Transitional Employment, shall be delivered through providers identified in accordance with WIOA Title I Section 122 and shall utilize only the Services of training providers listed on the approved State of California Employment and Training Provider List (ETPL) and those that are made available through the California Interstate Training Resource and Information Network (I-TRAIN) database <http://www.i-train.org>.

10.5.25.6.1 Contractor shall ensure that training providers provide Participant progress reports on a monthly basis as well as attendance records and other applicable documentation, as defined in the WIOA Final Regulations or County Directive(s).

10.5.25.6.2 Contractor training locations shall adhere to the ADA and safety requirements as delineated above in Section 6.8, Contractor's Sites/Facilities and Resources.

#### 10.5.25.7 CONSUMER CHOICE

Contractor shall ensure that Training Services provided shall be provided to Participants in a manner that maximizes consumer choice in the selection of an eligible provider of such Services, per WIOA Section 134 (c)(3)(F)(i).

#### 10.5.25.8 INDIVIDUAL TRAINING ACCOUNTS (ITAs)

A Participant who seeks Training Services and who is eligible pursuant to the requirements listed under the Training Services Eligibility herein, may, in consultation with Contractor career planner staff and based on the results of their Comprehensive Assessment, select an eligible provider of Training Services in accordance with the Provider Qualification Requirements. Upon such selection, Contractor shall, to the extent practicable, refer such individual to the eligible provider of Training Services, and arrange for payment for such Services through an Individual Training Account, as defined in WIOA Section 134(c)(3)(F).

#### 10.5.25.9 COORDINATION OF FUNDS

Contractor may coordinate funding for Individual Training Accounts provided through this contract with funding from other Federal, State, local, or private job training programs or sources to assist the individual in obtaining Training Services.

#### 10.5.25.10 PRIORITY CONSIDERATION FOR BUSINESS-DRIVEN TRAINING AND PUBLIC EDUCATION TRAINING PROVIDERS

Notwithstanding the provisions above in Section 10.5.25.7, Consumer Choice, above, priority in selecting training and training providers shall be considered as follows:

10.5.25.10.1 Business-driven training programs that lead to recognized credentials that are aligned with County identified in-demand industry sectors or occupations.

10.5.25.10.2 Public education training provider systems such as Community Colleges, Adult Education Schools, Regional Occupation Centers and Career and Technical Education (CTE) providers.

#### 10.5.25.11 TRAINING CONTRACTS

Training Services authorized herein may be provided by Contractor pursuant to an agreement, as specified in WIOA Section 134 (c)(3)(G)(ii), for Services in lieu of an ITA if:

10.5.25.11.1 Consumer choice requirements are met pursuant to WIOA section 134 (c)(3)(F)(i);

10.5.25.11.2 Such Services are on-the-job training, customized training, incumbent worker training, or transitional employment;

10.5.25.11.3 County determines there are an insufficient number of eligible providers of training Services in the local area to accomplish the purposes of a system of ITAs;

10.5.25.11.4 County determines that there is a training Services program of demonstrated effectiveness offered in the local area by a community-based organization or another private organization to serve individuals with barriers to employment;

10.5.25.11.5 County determines that it would be most appropriate to award an agreement to an institution of higher education or other eligible provider of training Services in order to facilitate the training of multiple individuals in in-demand industry sectors or occupations and such contract does not limit customer choice.

#### 10.5.25.12 LINKAGE TO OCCUPATIONS IN DEMAND

Training Services provided through either ITA or other training contract shall be directly linked to an in-demand industry sector or occupation in the local area or the planning region, or in another area to which a Participant receiving such Services is willing to relocate, except that the LACWDB may approve training Services

for occupations determined to be in sectors of the economy that have a high potential for sustained demand or growth in the local area.

#### 10.5.25.13 COMBINED ITA AND TRAINING CONTRACTS

The combined use of Individual Training Accounts and contracts in the provision of Training Services including arrangements that allow individuals receiving ITAs, to obtain training Services that are under a training contract are allowed.

#### 10.5.25.14 ASSEMBLY BILL (AB) 1270 CALIFORNIA WORKFORCE INNOVATION AND OPPORTUNITY ACT, CHAPTER 94 MANDATORY TRAINING REQUIREMENT

10.5.25.14.1 County shall separately allocate to Contractors operating a Comprehensive AJCC or AJCC County's WIOA Adult and Dislocated Worker allocation for training funds, which Contractor shall use exclusively for training.

10.5.25.14.2 Contractor shall provide allowable WIOA Training activities in accordance with County Directive(s).

10.5.25.14.3 Contractor shall only be reimbursed for those activities that meet the definition of training in accordance with County Directive(s).

10.5.25.14.4 Contractor shall ensure that a minimum of 50% of allocated training funds are used for training within in-demand occupations with career pathways in County approved high-growth sectors and as allowable under WIOA and reflected in Contractor's County approved training plans.

10.5.25.14.5 Contractor shall maintain appropriate records that are auditable and verifiable to receive credit for training expenditures and leverage claims, if any, in accordance with County Directive. Additionally, all documentation shall be held in accordance with the Record Retention requirements outlined in the *Appendix C (Sample Contract) Paragraph 8.38, (Record Retention and Inspection/Audit Settlement)*.

#### 10.5.26 PERMISSIBLE LOCAL EMPLOYMENT AND TRAINING ACTIVITIES

10.5.26.1 Contractor may use permissible local employment and training activities, as further described below, for Adults or Dislocated Workers in accordance with WIOA Title I, Section 134, and the policies approved by the LACWDB and County.

## 10.5.26.2 Specific Permissible Activities:

- 10.5.26.2.1 Customized, based on needs of employer(s), screening and referral of qualified Participants receiving training Services described in WIOA Section 134 (c)(3)(D) to employers.
- 10.5.26.2.2 Customized, based on needs of employers(s) workforce planning and employment-related Services to employers, employer associations, or other such organizations on a fee-for-service basis.
- 10.5.26.2.3 Staff support to enable Participants with barriers to employment (including individuals with disabilities) and veterans, to navigate among multiple Services and activities for such populations.
- 10.5.26.2.4 Employment and training activities provided in coordination with:
  - 10.5.26.2.4.1 Child support enforcement activities of the State and local agencies carrying out part D of Title IV of the Social Security Act (42 U.S.C. 651 et seq.);
  - 10.5.26.2.4.2 Child support Services, and assistance, provided by State and local agencies carrying out part D of Title IV of the Social Security Act (42 U.S.C. 651 et seq.);
  - 10.5.26.2.4.3 Cooperative extension programs carried out by the U.S. Department of Agriculture, as specified in WIOA Section 134(d)(1)(A)(vi)(III); and
  - 10.5.26.2.4.4 Activities to facilitate remote access to Services provided through a One-Stop delivery system, including facilitating access through the use of technology.
- 10.5.26.2.5 Activities in collaboration with the LACWDB:
  - 10.5.26.2.5.1 To improve coordination between workforce investment activities and economic development activities carried out within the local area, and to promote entrepreneurial skills

- training and microenterprise Services;
- 10.5.26.2.5.2 To improve Services and linkages between County's workforce system and employers, including small employers; and
- 10.5.26.2.5.3 To strengthen linkages between County's workforce system and unemployment insurance programs.
- 10.5.26.2.6 Training programs for displaced homemakers and for individuals training for nontraditional occupations, in conjunction with programs operated in the local area.
- 10.5.26.2.7 Activities to provide business Services and strategies that meet the workforce investment needs of area employers, as determined by the LACWDB, and County Business Services, which may include:
  - 10.5.26.2.7.1 Developing and implementing industry sector strategies;
  - 10.5.26.2.7.2 Developing and delivering innovative workforce investment Services and strategies for area employers, such as career pathways, skills upgrading, skill standard development and certification, apprenticeship, and other effective initiatives;
  - 10.5.26.2.7.3 Assistance to area employers in managing reductions in force and coordination with Rapid Response activities, and with strategies for the aversion of layoffs, including early identification of firms at risk for layoffs, use of feasibility studies to assess the needs/options of at-risk firms, delivery of employment and training activities to address risk factors; and
  - 10.5.26.2.7.4 Marketing of business Services offered under this section to appropriate area employers, including small and mid-sized employers.

10.5.26.2.8 Improved coordination between employment and training activities and programs carried out in County of Los Angeles for individuals with disabilities, including programs carried out by State agencies relating to intellectual disabilities and developmental disabilities, and activities established under Rehabilitation Act of 1973;

10.5.26.2.9 Implementation of promising Services to workers and businesses to become workplace learning advisors and maintain proficiency in carrying out the activities associated with such advising.

## **10.5.27 OTHER PERMISSIBLE ACTIVITIES**

10.5.27.1 Contractor may offer the following permissible activities described in WIOA Title I Section 134 (d) (1) (B) and (4) only under LACWDB approved policy in coordination with County Business Services, and in accordance with County Directives.

10.5.27.1.1 Work Support Activities for Low -Wage Workers

10.5.27.1.2 Incumbent Worker Training Programs as defined and approved by County.

## **10.5.28 EMPLOYER SERVICE SPECIFIC ACTIVITIES**

10.5.28.1 Employer Services

10.5.28.1.1 Contractor shall provide activities as described above in [10.5.26.2.1](#) and [10.5.26.2.2](#) in addition to labor exchange Services available to employers under Wagner-Peyser; and

10.5.28.1.2 To ensure the identification and matching of job seekers to job opportunities, Contractor shall perform the following tasks with respect to Employer Services:

10.5.28.1.2.1 Conduct labor exchange activities, matching and referring Participants to job orders and postings.

10.5.28.1.2.2 Engage in analytics and outreach activities to understand and communicate Participant profiles, education levels, skills, and experiences to the employer community to inform labor exchange activities.

- 10.5.28.1.2.3 Engage in job identification through job order data systems, employer relationships, job depositories, and other strategies to identify job opportunities for Participants.
- 10.5.28.1.2.4 Communicate identified job opportunities to all staff and partners within the Comprehensive AJCC, Affiliate site and/or AJCC.
- 10.5.28.1.2.5 Work with employers on active recruitments within the Comprehensive AJCC, Affiliate site and/or AJCC and employer sites.
- 10.5.28.1.2.6 Participate in and coordinate job fairs at the Comprehensive AJCC, Affiliate site and/or AJCC and other partner or community locations.
- 10.5.28.1.2.7 Conduct screening and coaching activities prior to referring candidates to employers to ensure participants are prepared and qualified for job selection process.
- 10.5.28.1.2.8 Manage relationships with the hiring managers of employers to promote labor exchange and job identification activities within the Comprehensive AJCC, Affiliate site and/or AJCC.

10.5.28.2 Contractor shall communicate and coordinate efforts with their County designated Regional Business Services Manager (BSM) and/or when directed by County, with Sector Workforce Intermediaries (SWI), and other regional business Services efforts. To accomplish this, Contractor shall:

- 10.5.28.2.1 Work with SWIs to ensure a distinct focus on target sectors;
- 10.5.28.2.2 Ensure all job order, employer service, and Participant service data capturing efforts with SWIs and other regional business Services are collected and entered in specified data system(s) as directed by County; and
- 10.5.28.2.3 Respond with appropriate matching and referral Services for any job orders SWIs or other regional

business service efforts bring into the Comprehensive AJCC or AJCC as directed by County.

## 10.6 JAIL-BASED AFFILIATE SITE WORK REQUIREMENTS

Jail-Based Affiliates (JB Affiliates) will be located on-site of County determined Los Angeles County Jail(s). County will assign JB Affiliate(s) to Comprehensive AJCC or AJCC based on workforce sub-region, in consideration of Contractor's service delivery area proximity to the Jail(s).

- 10.6.1 The JB Affiliate shall provide trauma-informed, gender-responsive, reentry specific employment Services to inmates as they prepare to leave jail and continuing through their enrollment into community-based AJCC WIOA Services, placement into employment, and nine-months of retention in employment.
- 10.6.2 The JB Affiliate shall have on-site WIOA staff who will work in coordination with Sheriff's staff to deliver JB Affiliate Services, as outlined below, to inmates who have completed a determined number of hours of Sheriff Education Based Incarceration programming, and who have demonstrated a basic level of work readiness, identified through a pre-assessment.
- 10.6.3 At minimum, two (2) JB Affiliate staff shall be dedicated to implementing the JB Affiliate program elements as outlined below: (1) a **Reentry Client Services Specialist** (100% FTE); and, (2) a **Reentry System Navigator** (100% FTE). Both the Reentry Client Services Specialist and the Reentry System Navigator will provide **Seven Habits on the Inside: Reducing Recidivism Through Behavioral Change** training, facilitate **Seven Habits on the Inside Peer Support Groups**, conduct Employment Readiness Soft Skills trainings. The Client Services Specialist, in addition, will conduct all case management Services as outlined below. The Reentry System Navigator, in addition, will provide, particularly in the crucial few days post-release when successful re-entry is most compromised, intensive mentoring, coaching and support to participants in enrolling into WIOA program Services at the County AJCC closest to his or her home community. It is highly suggested that the Reentry System Navigator have experience themselves successfully transitioning from incarceration to steady employment, preferably with the assistance of public workforce programs.
- 10.6.4 All JB Affiliate staff is required to participate in Seven Habits on the Inside: Reducing Recidivism through Behavioral Change Train-the-Trainer Training and all are required to be proficient in and available to (1) train JB Affiliate participants in the Seven Habits on the Inside curriculum; and, (2) facilitate Seven Habits Peer Support groups.
- 10.6.5 JB Affiliates are required to ensure all their JB Affiliate staff is **trained in**

**gender-responsive, trauma-informed service delivery approaches.**

- 10.6.6 Designated staff shall attend certified re-entry specific training at the direction of County. Said staff will function as “train-the-trainers” for other JB Affiliate staff.
- 10.6.7 Contractor shall provide the following **JB Affiliate Program Elements**:
- 10.6.7.1 A minimum of 12 hours of Seven Habits on the Inside Training for adult offenders in the correctional system to be delivered in peer cohorts of 7-12 people.
  - 10.6.7.2 A minimum of one (1) hour a week of Seven Habits on the Inside Facilitated Peer Support Group following completion of Seven Habits training, for duration of program participation, and delivered in peer cohorts of 7-12 people.
  - 10.6.7.3 At least 80 hours of **Pre-Release Soft Skills Employment Readiness Workshops** conducted in two hour blocks, three times a week, covering one of the following themes to include, but not limited to: Effective Communication, Conflict Resolution; How to Get a Job with a Record; Marketing Yourself & Interviewing; Expectation of the Workplace; Dress for Success; Time Management; Addressing Outside Noise (Life Skills); Parenting; Substance Use & Abuse; Trauma: What is It and How Does it Affect You; and Tools to Reduce Stress; and others as identified and/or approved by the County.
  - 10.6.7.4 At least 50 hours of **Pre-Release Employment-Focused Reentry Transition Case Management Services** provided 1-2 hours a week to include but not be limited to: conducting an Employment & Criminogenic Need Pre-Test that assesses participants’ criminogenic risk of re-offending as well as their job readiness; developing participant Individual Employment Plans (IEP) that combine employment program components and service delivery strategies tailored to participants’ individual risk for criminal activity and corrections interventions and that outline participants’ employment experience, goals, objectives, and obstacles that need to be addressed to ensure a clear pathway to employment post-release; conducting pre-release employment eligibility determination; and assisting participant enrollment into a WIOA program post-release.
  - 10.6.7.5 Upon release from L.A. County Jail, Participants shall receive **Intensive System Navigation** into L.A. County AJCC WIOA Services such that participant is enrolled in AJCC WIOA job training, job placement and career path development Services within 2 weeks of jail release.

## 10.7 INTEGRATED SERVICES DELIVERY MODEL

### 10.7.1 Integrated Services Delivery (ISD) Model Purpose and Overview

The ISD Model represents the delivery of one-stop workforce Services in a manner that aligns all of the resources of participating partners to seamlessly address the training and employment needs of system customers - job seekers and businesses. ISD is intended to reduce duplication and administrative burdens in order to provide a better match between Participants and Employers through more coordinated screening, assessment, skill development, and skill certification opportunities related to the need of employers and economies. The goal is more people obtaining and retaining jobs, and receiving better wages.

The Los Angeles County ISD Model includes three core principles, which Contractor shall make use of when delivering services under this SOW:

10.7.1.1 Common Customer Pool – Participants composed of, at a minimum, WIOA Adult, Dislocated Worker, WIOA Out-of-School Youth; Wagner-Peyser Job Service, Trade Adjustment Assistance, and Veterans programs;

10.7.1.2 Common Customer Flow - A common set of Career and Training Services available to all customers/participants that allows each the opportunity to access skills-based activities through self-directed Services and staff-assisted Services including skills development, skills marketing and employment opportunities. Skills-based activities focus on the participant's skill-set and abilities to obtain a job with a business in a high priority growth sector. *Appendix B-1, SOW Exhibits, Exhibit 3, Customer Flow*, provides a visual tool generally illustrating Common Customer Flow.

10.7.1.3 Common Staffing - is shared and integrated staffing by onsite partners for the support of common Services, customer flow and shared goals. This, at a minimum, includes WIOA and Wagner-Peyser staff.

### 10.7.2 ISD Model Implementation

Key elements of ISD implementation include co-location, collaboration, and cooperation, which Contractor shall utilize to best achieve integrated service delivery under this SOW, as described below:

10.7.2.1 Co-location refers to having all agencies in one location (e.g. Comprehensive AJCC).

10.7.2.2 Collaboration entails a higher level of integration than co-location. It refers to agencies working together through information

sharing; creating a network of agencies to improve service to the Comprehensive AJCC or AJCC Participants.

- 10.7.2.3 Cooperation is the highest degree of integration and is defined as professionals communicating and working together. When this occurs, costs can be lowered, Services are not duplicated, resources leveraged, and the identification and response to Participants' needs can occur more quickly (i.e. MOUs, RSAs).

### 10.7.3 ISD Model Functions

At its core, the ISD model organizes common staff by function, as follows:

- 10.7.3.1 The Welcome/Talent Engagement Team function welcomes and identifies the needs of each customer, conducts a basic assessment (triage), collects initial registration data and connects the individual to another team or outside resource based upon customer need.
- 10.7.3.2 Skills/Talent Development function conducts a skills analysis, assessment testing, support requirements, career counseling, soft skills training, and referral to occupational skills training.
- 10.7.3.3 Employment Services (Job Getting/Talent Marketing) function provides job matching, job placement, coaching, job retention and Supportive Services to Participants who are skilled and qualified job seekers that will meet the needs of regional employers. Specific Employer Services are further outlined above in Section 10.5.28, Employer Service Specific Activities.
- 10.7.3.4 Product Box functions serve Participants through workshops, events or referrals that include both live and on-line activities such as, but not limited to, orientations, eligibility determination, assessments, communication and attitude, world of work concepts, stress and time management, resetting job seeker strategies, job search methods in the current job market, financial literacy, computer literacy, OJT/work experience and internships, administrative skills, and labor market information. Products and Services could also include those that are offered by partner agencies that complement, enhance or act as a leveraged resource to the Services provided by Contractor. The Product Box for business/employer customers includes, but is not limited to, job fairs, recruiting, screening, assessments.
- 10.7.3.5 Business Services function connects employers to a single point of contact for employer needs ensuring quality customer service, assists with job postings, in-center hiring events for pre-screened center talent, out of center recruitment events, job fairs, pre-referral and pre-hire testing and skill verification Services. Business Services are further outlined above in Section 10.5.20,

Business Services Requirements and Section 10.5.30, Business and Employer Service Specific Activities.

- 10.7.4 Program Services at Comprehensive AJCCs and AJCCs (if applicable pursuant to 10.7.4.2 below) shall be provided through implementation of the ISD Model established by the County and any applicable County Directive(s), and as delineated as follows:
  - 10.7.4.1 Contractor shall operate ISD using the core principles described above.
  - 10.7.4.2 Comprehensive AJCC Contractors providing Services through their Affiliate site and AJCCs that do not have onsite co-located partners may operate under the ISD model, however given the limited size, staffing and resources at such sites, Services conducted at Affiliate sites or AJCCs without onsite co-located partners shall not be required to be provided in an ISD format.
  - 10.7.4.3 Contractor shall provide Services through Product Box(es), as described above, that is designed to provide Services in an ISD format.
    - 10.7.4.3.1 Contractor shall continuously develop, maintain and update their Product Box(es) to support Participants and to keep service delivery activities relevant to the population served.
  - 10.7.4.4 Functional teams, as further described below, shall carry out the ISD Model functions described above and shall include representatives from the on-site Mandated and Additional Partners staff. These teams include the following:
    - 10.7.4.4.1 Welcome/Talent Engagement Team – will welcome and identify the needs of each Participant. The Welcome/Talent Engagement Team will identify which of the following two tracks may better meet the Participant’s needs:
      - 10.7.4.4.1.1 Basic Career Services – are completed by the Participant, with limited or no staff interaction, which are further described above in Section 10.5.26.1.
      - 10.7.4.4.1.2 Individualized Career Services – are completed with staff interaction and require the Participant to be enrolled in the WIOA ADW program, which is further described above in Section 10.5.24.2.

- 10.7.4.4.1.3 The Welcome/Talent Engagement Team staff shall ensure all Participants walking in to the AJCC are provided an overview of the following Services:
- Basic Career and Individualized Career Services
  - Orientation information
  - Eligibility and Enrollment information (including the documentation required to enroll into the WIOA ADW program)
  - Information on an initial assessment
  - Informational/transitional workshops, such as resume preparation, interview techniques, job search skills and stress and time management
  - Information and guidance on transitioning to the Skills/Talent Development Team and/or the Job Getting/Talent Marketing Team.
- 10.7.4.4.1.4 The Welcome/Talent Engagement Team may be responsible for determining program enrollment eligibility.
- 10.7.4.4.1.5 The Welcome/Talent Engagement Team shall refer Customers who are in need of skills development to the Skills/Talent Development Team.
- 10.7.4.4.1.6 The Welcome/Talent Engagement Team may refer Customers who do not enroll into the ADW Program and who have the skills necessary to compete in the regional labor force to the Job Getting/Talent Marketing Team.
- 10.7.4.4.1.7 The Welcome/Talent Engagement Team shall develop and implement policies and procedures for the following activities:
- Greeting Customers
  - Introduction and Orientation to Services and requirements
  - Employment/Engagement Packet

- Initial Assessments - Assessments will be conducted in groups, in the computer labs, or one-on-one in the resource room. Results of the assessments will drive the referral process to the appropriate Product Box tools.
- Informational/Transitional Workshops

10.7.4.4.1.8 Contractor's Welcome/Talent Engagement Team shall ensure that only those Customers who have completed 1) the Employment/Engagement packet, 2) initial assessment, 3) a resource room career exploration activity and 4) two Informational/Transition Workshops from the Product Box which include, but are not limited to, labor market information, resume writing, interviewing tips, are considered for registration and enrollment.

10.7.4.4.1.9 Contractor's Welcome/Talent Engagement Team shall ensure that applicable Services from the Product Box are provided to Participants.

10.7.4.4.2 Skills/Talent Development Team – shall ensure Participants are provided with Individualized Career and Training Services in accordance with AB-1270 California Workforce Innovation and Opportunity Act, Chapter 94 requirements that include opportunities for Participants to receive skills improvement necessary to obtain employment.

10.7.4.4.2.1 The Skills/Talent Development Team shall provide Services through one-on-one career counseling and coaching, which will begin with the development of participant's Individual Employment Plan (IEP).

10.7.4.4.2.2 The Skills/Talent Development Team shall identify skills-based education and training opportunities, basic skills and skills-enhancing products, guidance in selection of Adult Education programs and other

community-based training providers, group coaching sessions and counseling as needed.

10.7.4.4.2.3 The Skills/Talent Development Team shall implement policies and procedures, as directed by County, to ensure Participants receive the Services necessary to improve their skills and make them more employable.

10.7.4.4.2.4 The Skills/Talent Development Team shall work with the Participants to develop their IEP and help facilitate the process with them so they can identify and overcome any barriers and become a more qualified job candidate ready for employment.

10.7.4.4.2.5 The Skills/Talent Development Team shall ensure that applicable Services from the Product Box are provided to Participants.

10.7.4.4.2.6 The Skills/Talent Development Team shall make determinations of eligibility for AB-1270 California Workforce Innovation and Opportunity Act, Chapter 94, Training Services.

10.7.4.4.2.7 The Skills/Talent Development Team shall ensure that priority of Services for Priority Populations, as delineated above in Section 10.3, Priority Requirements, is adhered to when providing Individualized Career and Training Services.

10.7.4.4.3 Job Getting/Talent Marketing Team – shall provide job matching, job placement, coaching, job retention and Supportive Services to Participants who are skilled and qualified job seekers that meet the needs of regional employers.

10.7.4.4.3.1 The Job Getting/Talent Marketing Team shall provide one-on-one counseling and group activities that will support their efforts in becoming a better job candidate. In addition to the

one-on-one support, staff shall utilize the Product Box to support and assist in participant growth.

10.7.4.4.3.2 The Job Getting/Talent Marketing Team shall ensure that applicable Services from the Product Box are provided to Participants.

10.7.4.4.3.3 The Job Getting/Talent Marketing Team will develop and implement policies and procedures on job placement coaching, job retention and Supportive Services to create skilled, qualified job seekers that meet the needs of regional employers, and providing referrals to job opportunities.

## 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, 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 Directive inclusive of the AJCC or 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" to identify the AJCC or related materials.
- 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 shall provide Contractor with a Branding package, upon award of Contract.

## 12.0 COMPREHENSIVE AJCC AND AJCC CERTIFICATION

- 12.1 Contractors operating a Comprehensive AJCC or AJCC shall comply with the One-Stop Certification requirements as delineated in County Policies and Directives.

## 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 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 (*see Appendix B-1, SOW Exhibits, Exhibit 2*) are intended to be completely consistent with Appendix A, Sample 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 Contractor shall serve the number of customers and enroll the number of Participants delineated in *Appendix B-1, SOW Exhibits, Exhibit 4, Performance Measures and Goals*.
- 15.1.2 Contractor acknowledges that performance measures may change on a year-to-year basis at the direction of County.
- 15.1.3 Contractor also acknowledges that at the start of each Program Year (PY) performance standards or goals are set by the United States Department of Labor (DOL), California Employment Development Department (EDD), and LACWDB, which Contractors are required to meet.
- 15.1.4 Contractor acknowledges that the DOL WIOA Accountability Measures are calculated on a quarterly basis and finalized at the end of each PY. These measures include program data from multiple Program Years as they are used by the federal government to evaluate the efficacy of the WIOA Program. WIOA ADW program performance is measured by the PY that begins on July 1<sup>st</sup> and ends on June 30<sup>th</sup>. Contractor further acknowledges the County ADW Program Performance Measures, in combination with, and including the DOL Measures, which will be reflected in *Appendix C, Sample Contract, Exhibit X1, Santa Clarita AJCC and Ptichess Affiliate Performance Measures and Goals, and/or, Exhibit X3, Comprehensive AJCC Performance Measures and Goals and/or Exhibit X4, South Los Angeles AJCC and/or Westside AJCC*

*Performance Measures and Goals*, gauge key program performance indicators, including evaluation of Contractor performance in the following:

15.1.4.1 DOL Accountability Measures

15.1.4.1.1 Entered Unsubsidized Employment Rate (2<sup>nd</sup> Quarter after Exit)

15.1.4.1.2 Entered Unsubsidized Employment Rate (4<sup>th</sup> Quarter after Exit)

15.1.4.1.3 Median Earnings

15.1.4.1.4 Attainment of a Recognized Post-Secondary Credential or Secondary School Diploma

15.1.4.1.5 In-Program Skills Gain

15.1.4.1.6 Indicators of Effectiveness in Serving Employers

15.1.4.2 County Local Performance Measures

15.1.4.2.1 Total Basic Career Participants Served.

15.1.4.2.2 % of Basic Career Participants that Entered Employment

15.1.4.2.3 WIOA Carryover Enrollments

15.1.4.2.4 WIOA New Enrollments

15.1.4.2.5 WIOA Total Enrollments

15.1.4.2.6 WIOA Training Enrollments

15.1.4.2.7 WIOA Training-Related Employment

15.1.4.2.8 WIOA Priority Population Enrollments

15.1.4.2.9 % of Priority Population Participants that Entered Employment

15.1.4.2.10 WIOA Exits

15.1.4.2.11 WIOA Placements

15.1.4.2.12 % of Required Follow-ups Due that are Completed

15.1.5 Contractor shall measure Participant outcomes by obtaining, tracking, and reporting the performance data of the core indicators for its Participants. DOL, State, or County, in conjunction with the Los Angeles County LACWDB and/or the Los Angeles County Board of Supervisors, may establish additional performance measures that Contractor shall comply with once the additional measures are promulgated.

15.1.5.1 Contractor shall, at a minimum, be held to the yearly DOL Accountability Measures, as published by the State, regardless of when the State notifies County of the required measures.

15.1.6 Contractor performance will be reviewed by County on a quarterly basis at a minimum.

- 15.1.6.1 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.
- 15.1.6.2 At 12 months from award of Contract, if annual performance goals are not met, Contractor will be placed on probation in accordance with *Appendix C (Sample Contract), Subparagraph 8.15 (County's 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.
- 15.1.6.3 At 15 months from award of Contract, if Contractor is not satisfactorily progressing, technical assistance will continue and an additional CAP shall be required.
- 15.1.6.4 At 18 months from award of Contract, if Contractor's performance is not satisfactory County may formally notify Contractor that the Contract may not be renewed at the end of initial term.
- 15.1.6.5 Contractor acknowledges that any Contractor deficiencies that County determines are severe or continuing which may place the performance of this Contract and any 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 Contract, Subparagraph 4.3*.
- 15.1.6.6 Any such report as referenced above shall include improvement/corrective action measures taken by County and Contractor.
  - 15.1.6.6.1 Notwithstanding the performance requirements and corrective steps specified above, if improvement does not occur consistently with the corrective action measures, County may terminate this Contract with Contractor, and/or any amendments in whole or in part, or take other action as specified in the Contract.
- 15.1.6.7 Contractor acknowledges that satisfactory performance under this Contract does not automatically guarantee any renewal or extended performance and that any such decision to offer a renewal or extension lies solely with County.